



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 RE Power Developer for “Round-the-Clock”
Supply of 400 MW RE Power to NDMC, New Delhi, and
Dadra & Nagar Haveli under Tariff-based Competitive
Bidding (RTC-I)

Tender Search Code for ISN-ETS: SECI-2019-TN000019

RfS No. [SECI/C&P/RPD/RTC-I/RfS/400MW/102019](#)

Dated: 18.10.2019

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: 18.10.2019

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 2 of 105</u>	<u>Signature of Bidder</u>
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BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	<p>1. Selection of RE Power Developer for “Round-the-Clock” Supply of 400 MW Supply of RE Power to NDMC, New Delhi, and Dadra & Nagar Haveli under Tariff-based Competitive Bidding.</p> <p>2. Land, Connectivity and Long Term Open Access shall be in the scope of the RE Power Developer.</p>				
(B)	RfS NO. & DATE	SECI/C&P/RPD/RTC-I/RfS/400MW/102019 Dated : 18.10.2019				
(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 type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	<input 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 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 type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input 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 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 type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					

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APPLICABLE	<input checked="" type="checkbox"/>	Yes						
NOT APPLICABLE	<input type="checkbox"/>							
(G)	DOCUMENT PROCESSING FEE	<p>Rs. 15 Lakh + 18% GST</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>						
(H)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> <td></td> </tr> </table> <p>Amount: INR 30,00,000/- (Indian Rupees Thirty Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS</p>	APPLICABLE	<input checked="" type="checkbox"/>	Yes	NOT APPLICABLE	<input type="checkbox"/>	
APPLICABLE	<input checked="" type="checkbox"/>	Yes						
NOT APPLICABLE	<input type="checkbox"/>							
(I)	PERFORMANCE BANK GUARANTEE	<table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	Yes	NOT APPLICABLE	<input type="checkbox"/>	
APPLICABLE	<input checked="" type="checkbox"/>	Yes						
NOT APPLICABLE	<input type="checkbox"/>							
(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	As per NIT on ISN-ETS portal						
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal						
(M)	e-Reverse Auction (e-RA)	<p>Will be informed to eligible bidders.</p> <p>Date and time of e-RA shall be intimated through email.</p>						

(N)	CONTACT DETAILS OF TCIL	M/s ElectronicTender.com (India) Pvt. Ltd., Gurugram Contact Person : ISN-ETS Support Team Customer Support:+91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Sh. Pratik Prasun Manager (C&P) Contact No.: 011 71989236 D - 3, 1 st Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017 Contact No. : 011 71989256 Email : pratikpr@seci.co.in , contracts@seci.co.in
(P)	Details of persons to be contacted in case of any assistance required	1) Sh. Pratik Prasun Manager (C&P) Contact No.: 011 71989236 2) 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 ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/ or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 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,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
- 1.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
- 1.4 **"AVAILABILITY"**: shall mean as defined in the PPA;
- 1.5 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
- 1.6 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement;
- 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 RPD 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

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- 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 of signing of PPA, or the date as on 30th day from the date of issuance of Letter of Award (LOA), 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 RE 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 RE 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, and the National Wind Solar Hybrid Policy dated 14.05.2018, issued by MNRE, 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 or points at 220 kV or above, where the power from the various components of the RE Power Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the components with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
- 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 **“NDMC”** shall mean New Delhi Municipal Council;
- 1.32 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013;
- 1.33 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;
- 1.34 **“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;
- 1.35 **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. The voltage level of transmission system of individual projects up to the pooling substation shall be at 220 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;
- 1.36 **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited;
- 1.37 **“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;
- 1.38 **“POWER PROJECT” or “RE POWER PROJECT” or “PROJECT”** shall mean the renewable energy generation facility, comprising all the various components classified by the MNRE as “Renewable Energy Sources”, for supply of RE power shall mean the new renewable energy based power generation facility, including ESS, if any, 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 shall include all renewable power generation units, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI. It may be noted that the sources of generation and ESS, if any, shall need to be co-located, to be considered a single Project;
- 1.39 **“PROJECT CAPACITY”** shall mean 200 MW, i.e. the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.40 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all the individual renewable power generation components, 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;

- 1.41 **“PROJECT DEVELOPER” or “DEVELOPER” or “RE POWER DEVELOPER (RPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with SECI;
- 1.42 **“RE POWER”** shall mean the power generated from renewable energy (RE) sources;
- 1.43 **“RfS DOCUMENT”** shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019 dated 18.10.2019;
- 1.44 **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 16, Section-III of the RfS;
- 1.45 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.46 **“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;
- 1.47 **“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;
- 1.48 **“SUPPLY HOURS” or “ENERGY SUPPLY HOURS”** shall mean the hours identified in a 24-hour period for supply of renewable power to SECI, in line with the demand pattern of the Discom;
- 1.49 **“TOE”** shall mean Tender Opening Event.
- 1.50 **“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;
- 1.51 **“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;
- 1.52 **“WEEK”** shall mean calendar week;



SECTION - II

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

SELECTION OF RE POWER DEVELOPER FOR “ROUND-THE-CLOCK” SUPPLY OF 400 MW RE POWER TO NDMC, NEW DELHI, AND DADRA & NAGAR HAVELI UNDER TARIFF-BASED COMPETITIVE BIDDING (RTC-I)

(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 renewable 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 03.08.201 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 35 GW and installed solar projects capacity touched 30 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

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peak hours, and that too, at competitive tariff. RE-Hybrid Projects with suitable storage capacity can meet Round-the-Clock (RTC) base load without resorting to any external balancing need and/or strategy. Equally important is the fact that, it provides generation flexibility to meet the peak loads of DISCOMs- which typically not only change with seasons but do undergo pattern shift over time. With a large quantum of storage capability, such RE-Hybrid Projects can additionally provide flexibility to DISCOMs to requisition firm hourly energy quantum on a dynamic basis matching its evolving demand curve. Therefore, RE-Hybrid Projects with appropriate storage are the best hedge against the rapidly changing end-use power consumption pattern, to meet their growing and varying power demand sustainably without any fuel price rise risk. The DISCOMS therefore, has expressed its interest in meeting its demand through RTC supply of RE power.

- 4.0 In view of the above, SECI wishes to invite proposals for setting up of ISTS-connected Renewable Power Project anywhere in India on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 400 MW, on a Round-the-Clock basis. 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 RE power installation can also be augmented with necessary Energy Storage Systems as per the developer’s requirements, to meet the above criteria of supply of power during the Supply Hours.
- 5.0 Power procured by SECI from the above Project has been provisioned to be sold to the NDMC, New Delhi (200 MW) and Dadra & Nagar Haveli (200 MW), i.e. the Buying Entity/Utility. (ies). SECI shall be an intermediary nodal agency for procurement of power generated by the Renewable Power Developer (RPD) and sale of such power to the Buying entity entirely on back to back basis based on due performance by the RPD as well as the Buying entity.

OVERVIEW OF THE RfS

- 6.0 RE Power Developer (hereinafter referred to as RPD) selected by SECI based on this RfS, shall set up the RE Power Project 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-electronictender.com>.
- 7.0 SECI shall enter into PPA with RPD for a period of 25 years from the date as per the provisions of PPA. **The bidders shall quote a single first year tariff under this RfS, which shall have an escalation @4% per annum (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and shall subsequently be fixed at the tariff thereafter, for the remaining 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 RPD which have a direct effect on the Project, shall only be considered as change in law. However,

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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 first year Tariff for all the Projects quoted for, which shall be escalated annually as per the provisions of the RfS.
- 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 a single project capacity of 200 MW to be installed anywhere in India, provide for deployment of Renewable Power Technology. However, the selection of projects would be technology agnostic within the classification of "Renewable energy sources" as defined by MNRE, along with energy storage. 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 RE Projects, the RPD shall strictly adhere to the specific respective Guidelines for the renewable energy components, in line with the applicable Policies 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 energy/power rating of the energy storage system to be installed in addition to the RE capacity. The ESS may include, but not be limited to, battery energy storage systems, pumped storage systems, mechanical and chemical systems, or combinations thereof.

- 11.0 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned and projects already commissioned but not having any long-term PPA with any agency and selling power on short-term or merchant plant basis 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, 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 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 M/s Electronic Tender.com (India) Pvt. Limited (ETS), Gurugram, 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 ETS 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 ETS, 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**

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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/RPD shall be governed by the RfS Documents/ Contract signed between SECI and the RPD 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 (<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 (<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 ISN-ETS Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned TCIL 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.

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- 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 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/RPDs shall be governed by the RfS Documents/Contracts signed between SECI and the Bidders/RPDs. 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.

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1 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of ISN-ETS <https://www.bharat-electronictender.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 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 (including partial submission of either of the respective amounts) and/or Bank Guarantee against Earnest Money Deposit (EMD), may be liable for rejection by SECI.

3 TOTAL CAPACITY OFFERED

3.1 Selection of ISTS Connected RE Power Project for RTC supply of 400 MW power through 2X200 MW projects 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 Power Projects on Build-Own-Operate (B-O-O) basis.

3.3 Capacity of the Project:

The Project, having a single contracted capacity of 200 MW, is required to be designed for inter-connection with transmission network of ISTS at voltage level of 220 kV or above. The RPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1. The contracted capacity shall be determined by the connectivity granted to the RPD for the said Project.

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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 of 200 MW.
- ii. Under this RfS, the RE Power Project shall mean a Project comprising one or more ‘components’ – classified as renewable energy generation sources by the MNRE, along with energy storage system if any. The RPD is free to choose the rated installed capacity of these components, in line with the interconnection guidelines to be followed for connection to the ISTS-network.

Note: In the interest of utilizing the optimization potential offered by hybridization of various RE technologies, it is hereby reiterated that the Project capacity does not necessarily have to be the arithmetic sum of the installed capacity of the various components being utilized. Project capacity shall be determined from the connectivity granted to the RPD.

- iii. A single first year tariff for energy supply to the Delivery Point shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects quoted for and the individual Project configuration, for energy supply to the Delivery Point for 25 years as per the annual tariff escalation provided in the RfS.
- iv. A single Power Purchase Agreement shall be signed for the Project. The RPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for the Project.
- v. The RPD may modify the Project configuration of the Project, in terms of components, subsequent to issuance of LOA until the deadline of Financial Closure subject to the condition as per (iv) 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 Project can be located anywhere in India. The RE generation components, along with ESS installed, if any, need to be co-located, and hybridization of power, if any, shall be done prior to or at the Delivery Point.

5 PROJECT SCOPE & TECHNOLOGY SELECTION

Under this RfS, the RPD shall set up the RE Power 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 RPD.

The Project to be selected under this scheme provides for deployment of RE technologies as classified as renewable power generating source, by MNRE. For ESS, the RPD may choose any form of storage systems such as, Battery energy storage, Mechanical storage, pumped storage etc. Any interim changes required in

the ESS shall be taken care by the RPD, if required to provide dispatchable energy throughout the project's life. Also the RPD may change the type of the ESS based on the technological developments.

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

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 minimum Project capacity of **200 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 **400 MW**. Capacity of a single Project shall be **200 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 and its components 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 RPD shall abide by the 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) and updated time to time. 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 from available margin in existing substations and in line with clause 7.11 below.
- 7.3 The responsibility of getting ISTS connectivity and Long Term Open Access (LTA) shall entirely be with the RPD and shall be at the cost of the RPD. In this regard, the RPD shall follow due diligence while identifying the Delivery Point and applying for connectivity as per applicable regulations. 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 RPD at his own cost. In case the RPD is required to use InSTS (Intra-State Transmission System) to bring power at the ISTS

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point, he may do so per rule and regulations prescribed by the respective SERC in this regard.

- 7.4 The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the RPD, to be undertaken entirely at its cost and expense.
- 7.5 The arrangement of connectivity shall be made by the RPD 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 RPD.
- 7.6 The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, and/or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to hybrid Projects, the above regulations will be adhered to, separately for each renewable project component.
- 7.7 The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD.
- 7.8 Reactive power charges and charges against power drawn from grid and supply to the grid as per CERC/SERC regulations, shall be payable by RPD 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 RPD and shall be at the cost of the RPD. In this regard, the RPD shall be required to follow the detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time. The Bidders are free to choose from the existing ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, which should either be an existing substation where margin is available in existing capacity, or should be located in western and southern region under updated plan for 1st phase as listed in the minutes of meeting for Northern, Western and Southern Region committee are as displayed by the CTU on its website, <https://webapps.powergrid.in/ctu/u/Default.aspx>. The RPD shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOA. In case the RPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to SECI. The LTA shall be applied for by the RPD within 60 days of issuance of LOAs.
- 7.12 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 RPD will

have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

7.13 At least 30 days prior to the proposed commissioning date, the RPD 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. LTA shall be required to be submitted by the RPD prior to commissioning of the Project.

7.14 If for any RE source utilized by the RPD which is not eligible for applicable waiver of ISTS-charges and losses, applicable ISTS charges and losses levied for such RE component and its corresponding capacity shall be borne by the developer.

8 POWER GENERATION BY HYBRID POWER DEVELOPER

8.1 CRITERIA FOR GENERATION

The RPD shall be obliged to make the plant available round the clock basis for the full capacity for scheduling of power by the Buying utility. The RPD shall deliver the power to the Buying Utility as scheduled by the Buying Utility on a day-ahead basis, as detailed out in Clause 8.2 below. The RPD shall mandatorily meet the requirement of electricity supply during Supply Hours on all days, except for the provisions provided in Clause 8.2 below. The same shall be monitored on a daily basis.

The Buying Utility shall use the power from this Project for fulfillment of its RPO in the proportion of rated capacity of each component in the project respectively.

8.2 SCHEDULING AND OFFTAKE OF ENERGY DURING SUPPLY HOURS

- i. The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is at least 90% (ninety per cent) thereof during each year of the Term of the Project (“**Normative Availability**”).
- ii. Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence.
- iii. The Buying Utility shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD through SECI for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Utility shall not as for despatch in excess of the declared Availability by the RPD, unless mutually agreed between the RPD and the Utility.
- iv. Pursuant to the provisions of Clause iii above, the RPD shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.

- v. It is mandated to make available the plant to the buying utility on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the buying utility.
- vi. As the RE power is must run power and as there is no control over fuel, the buying utility will mandatorily schedule for off-take of the complete power as per the availability/schedule proposed by the RPD and the payment shall be made for the scheduled power by the RPD. However, based on the demand pattern of the utility the power dispatch schedule shall be accepted by RPD on day-ahead basis.
- vii. DSM/UI charges or any other grid support related charges as mutually agreed between RPD and the grid operator shall be borne by the RPD as per applicable laws.

8.3 SHORTFALL IN GENERATION

Subsequent to commissioning of first part capacity of the Project, in case of any shortfall of supply during the Supply Hours from the mandated supply of energy, otherwise not altered by the utility, the RPD shall pay a penalty, which is equal to the PPA tariff. Such shortfall shall be permissible upto 10% below the energy commitment during the Supply Hours, on an annual basis, beyond which the penalty will be applied. The above limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the RPD.

It is clarified that Availability factor of 90% shall have to be maintained by the RPD on an annual basis, failing which, the penalty as indicated above will be levied irrespective of any additional compensation ordered by the SERC.

The RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/Buying Utility. RPD 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 RPD.

8.4 EXCESS GENERATION

For the “Round the Clock” Project, excess generation available from the Project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market.

8.5 OFFTAKE CONSTRAINT DUE TO GRID UNAVAILABILITY

- a. **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 RPD. 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 beyond 50 hours in a Contract Year as defined in the PPA:	<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) ÷ 8766 hours less total hours of generation in the Contract Year.</p> <p>The excess generation by the RPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

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.

- b. **Offtake Constraints due to Backdown:** The RPD 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 RPD 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 b above.

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 RPD is required to obtain all necessary clearances and permits as required for setting up the Project, including but not limited to the following:
- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
 - b. Forest Clearance (if applicable) for the land for the Project.
 - c. Approval for water from the concerned authority (if applicable) required for the Project.
 - d. Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be obtained prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the RPD shall submit an undertaking in this regard, and it shall be deemed that the RPD has obtain all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RPD.

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

10 EARNEST MONEY DEPOSIT (EMD)

- 10.1 Earnest Money Deposit (EMD) of INR 30 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.

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10.2 Not Used.

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 Bidder selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 60 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 Bidder 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 3 months 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 RPD 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 3 months 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.

All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project Note: The PBG is 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.

11.2 The RPD shall furnish the bank guarantees (EMD as well as PBG) from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of respective bank guarantees. PBG issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through 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.

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- 11.3 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 may cause the EMD/PBG and subsequently, the bid liable for rejection. 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.

- 11.4 The selected Bidder for the Project selected based on this RfS is required to sign PPA with SECI within 30 days after the issue of LoA, if not extended by SECI. 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.
- 11.5 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.
- 11.6 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders. 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.
- 11.7 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.
- 11.8 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 RPD shall be returned immediately after successful commissioning of the project 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

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

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has to be made by the RPD 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 late payment charges @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 to SECI through DD/NEFT/RTGS. This fund shall be nonrefundable, and shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by MNRE at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.

In case the SPD is unable to furnish the above amount prior to commissioning of the corresponding part-capacity, SECI reserves the right to recover the same from the monthly energy payments made to the SPD, along with interest @ SBI MCLR being levied from the date of commissioning of the said part-capacity to the date of recovery/due date of payment of invoices.

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 Bidder selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between SECI and the selected RPD will be made available on website <https://www.bharat-electronictender.com> and also on SECI website www.seci.co.in. The PPA shall be signed within 30 (thirty) days from the date of issue of LoA (for e.g. If the LoA is dated

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20.03.2019, then the last date of signing of PPA shall be 19.04.2019). The PPA shall be valid for a period of 25 years as per provisions of PPA.

Note: It may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project location, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project awarded shall not be permitted subsequent to the above deadline. 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 PPA shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Project.

14.2 The Performance Bank Guarantee as per Clause 11 above and Success Charges as per Clause 12 above, shall be submitted by the RPD prior to signing of PPA. Before signing of PPA between SECI and the RPD, 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 RPD are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

14.3 Successful bidder will have to submit the required documents to SECI within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 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 30th 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 Agreement (PSA) in respect of all rights and obligation under the PPA between the RPD and SECI, will be executed by SECI with the Buying Entity/Utility, i.e. NDMC, for sale of power to buying entity, with the buying entity assuming all the obligations of SECI under the PPA. SECI's obligation to RPD under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA.

14.5 The RPD will be free to reconfigure and repower the project from time to time during the PPA duration, to meet the obligated power requirement.

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

14.7 The bidders shall quote a single first year tariff under this RfS, which shall have an escalation @4% per annum (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and shall subsequently be fixed thereafter, for the remaining term of the PPA. An illustration to this effect is as follows (for a first year tariff of Rs. 4.00/kWh):

Contract year of PPA	Tariff for the corresponding year (INR/kWh)
1	3.50
2	3.64

3	3.79
4	3.94
5	4.09
6	4.26
7	4.43
8	4.61
9	4.79
10	4.98
11	5.18
12	5.39
13	5.60
14	5.83
15	6.06
16	6.06
17	6.06
18	6.06
19	6.06
20	6.06
21	6.06
22	6.06
23	6.06
24	6.06
25	6.06

15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS

- (i) The Project 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 RPD shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the RPD shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.
- (iii) DPR & Technology Tie-up: At this stage, the RPD shall also submit the Detailed Project Report (DPR) for the Project, indicating RPD's plans to meet the power delivery obligations. The RPD shall also demonstrate the technology tie-ups for major equipment, such as solar PV modules, Inverters, ESS component and other RE generation components, as per the DPR for the Project.
- (iv) Checklist of documents to be submitted at this stage is provided at Annexure-D of the RfS.
- (v) 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 terminate the Project, 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 RPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of RPD, 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 RPD 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 RPD. The notice shall provide a period of 7 business days to the RPD 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 RPD and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the RPD in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the RPD. In case of the RPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the RPD shall be returned by SECI. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the RPD without any interest 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.

(vi) The RPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

(vii) **Land arrangements:**

- a. The RPD 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.
- b. The bidder shall identify 100% of the land for the project at the time of bid submission and the WPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the WPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the WPD for a period not less than the complete term of the PPA.
- c. 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.
- d. The above data shall be submitted along with a sworn affidavit from the authorized signatory of the WPD listing the details of the land and certifying that total land

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required for the Project is under clear possession of the WPD, on or before the SCD.

- e. Change of State where Project is located, and Delivery Point of the Project is allowed until achievement of Financial Closure of the Project, under prior intimation to SECI. In case the RPD is unable to demonstrate possession of 100% of the identified land beyond the SCD, this shall be treated as delay in Commissioning and LD will be levied as applicable in case of delay in commissioning beyond SCD.

16 COMMISSIONING

The Commissioning of the Project shall be carried out by the RPD (as declared during FC on the project capacities agreed to establish to meet the RTC requirements), 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 capacity.

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 100 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. It may be noted that part commissioning of the capacity will be admissible subject to the condition that "Round-the-Clock" supply of power is achieved by the commissioned part-capacity, in line with RfS conditions. 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.

However, 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

- 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 07.04.2019, then SCD shall be 07.10.2020).
- b. The maximum time period allowed for commissioning of the full Project Capacity along with liquidated damages as per Clause 16.b.i.c. below, shall be limited to **30 months** from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2019, 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 the Project of 200 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 (100/200)

X (18/360). 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 indicated in Clause 16.b.ii. above, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated.

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

The RPD 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 RPD has complied with the complete application formalities as per Clause 7.11 above,
- (ii) The RPD 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 RPD;

The above shall be treated as delays beyond the control of the RPD 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.

- (iv) Any such delays shall be informed 3 months in advance to the SECI/ buying utility for alternate arrangements of power by the Buying Utility.

16.d EARLY COMMISSIONING

The RPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early commissioning, SECI will allow commissioning of the Project, however, first right of refusal for off-take of power from such early commissioning capacity, shall be with SECI. In case the Buying Entity/SECI refuses to purchase power from such early commissioned capacity, the RPD may sell power from such early commissioned capacity to a third party until SCD. In case SECI/Buying Entity agrees to purchase power from such early commissioned capacity, such power shall be purchased at the PPA tariff. However, the RPD shall be obligated to sell power to SECI from (and including) SCD of the Project, for the Term

of the Project. Early part/ full commissioning of the Project shall be subject to the approval of SECI.

17 **COMMERCIAL OPERATION DATE (COD)**

Commercial Operation Date (COD) shall be the date as the actual date of commissioning of the project as declared by the SNA/Commissioning Committee for commissioning of full capacity of the Project in declared configuration at the financial closure stage. In case of part commissioning, COD will be declared only for that part of project capacity. 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 RPD 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 from 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 (three) years from 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 from 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 (three) year after COD.
- 18.6 Any change in the shareholding after the expiry of 03 years from 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 Not Used.

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 – C.

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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 7.7.**

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, or provisional audited accounts along with Balance Sheets, Profit & Loss Statements, Cash flows, schedules and bank states duly certified by a Chartered Accountant, on the date at least 7 days prior to bid submission deadline.
- 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.

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 41 of 105</u>	<u>Signature of Bidder</u>
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- 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 RPD 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

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 42 of 105</u>	<u>Signature of Bidder</u>
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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 RE Power Developer for “Round-the-Clock” Supply of 400 MW RE Power to NDMC, New Delhi and DNH (RTC-I)	
<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/RPD/RTC-I/RfS/400MW/102019 dated 18.10.2019
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	GM (C & P) Solar Energy Corporation of India Limited 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-C. 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 the RE Project as per Format 7.12

Only a single tariff shall have to be filled online in the Electronic Form provided on the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

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 portal 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 RPD 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.

<p>___ MW ISTS-Connected RE Power Project Owned and operated by ----- (insert name of the RPD) [Under RfS for "Round-the-clock" Supply of 400 MW RE Power to NDMC, New Delhi and DNH (RTC-I) by Solar Energy Corporation of India Limited]</p> <p style="text-align: center;"></p> <p>Village:....., Tehsil....., District....., State.....</p>
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25 **VALIDITY OF THE RESPONSE TO RfS**

The Bidder shall submit the response to RfS which shall remain valid up to 240 (two hundred forty) 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. The format for submission of clarifications is available on the 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 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 RPD. SECI shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents. Any checklist shared with RPD by SECI for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.



SECTION - IV

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

A GENERAL ELIGIBILITY CRITERIA

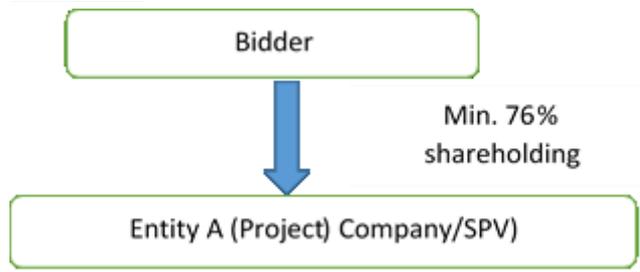
- A.1 Company as defined.
- A.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of 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.

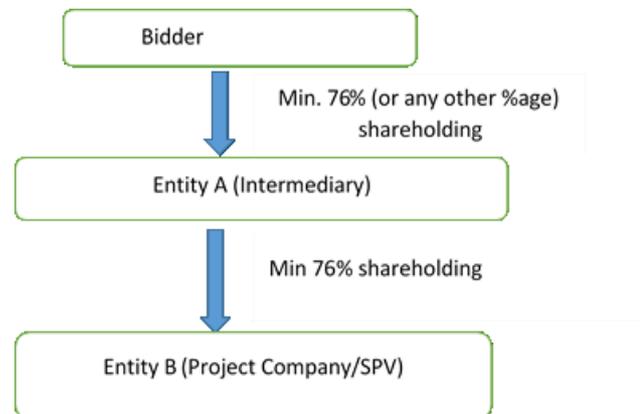
- A.4 Not Used.
- A.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as 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 three years after the COD of the Project, unless approved by SECI. 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 Detailed technical parameters for Solar PV component of the Project to be met by RPD are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. The solar PV 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. The Wind turbines being used in the wind power component of the Project shall be installed from the manufacturers listed in the “Revised List of Machine Manufacturers” (RLMM) as updated by the MNRE as on the date of commissioning of the Project. Further, in case of additional RE components being installed in the Project, the same shall be governed by the applicable Guidelines of MNRE and Ministry of Power.
- 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

- a. The Net Worth of the Bidder should be equal to or greater than **INR 6 Crores per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19, or as on the date at least 7 days prior to the date of bid submission.
- b. 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.
- c. 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. A minimum annual turnover of **INR 3.75 Cr/ MW** of the quoted capacity during the previous financial year, i.e. FY 2018-19 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 75 Lakhs/ MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2018-19, 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 93.75 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, 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 Turnover requirements, if applicable) 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 200 MW, then, total Net-Worth to be met by the Consortium is Rs. 6 Crores x 200 MW = Rs. 1200 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 840 Crores and to be met by Consortium Member B would be Rs. 360 Crores. Similar methodology shall be followed for computation of 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", which shall be the first year tariff quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction. Reverse Auction shall be conducted only on the first year tariff as quoted by the Bidders. For the purpose of interpretation, any reference to "first round tariff" in this section will refer to the "first year 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.

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- 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 first year tariff per kWh for the Project. 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.
- 2.b.4 Not Used.
- 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 nth 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 (First year tariff)	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.65 (Tariff in ₹/ kWh)	L6
B8	₹ 2.69 (Tariff in ₹/ kWh)	L7
B9	₹ 2.70 (Tariff in ₹/ kWh)	L8

3 REVERSE AUCTION (STEP - 3)

- 3.1 The reverse auction for the Project shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by SECI to the eligible bidders.
- 3.2 After listing out the bidders in the ascending order of first year tariffs, in case the total number of techno-commercially shortlisted bidders is more than 3, the bidder finishing last in the list ("H1" bidder), shall be eliminated at this stage. The remaining bidders

shall be shortlisted for e-Reverse Auction. In other cases, all the bidders will be shortlisted for e-Reverse Auction, subject to clause 2.b.5 above.

For e.g. (Shortlisting of Bidders for reverse auction):

Sl. No.	Techno commercially qualified Bidder	Rank	Shortlisted Bidders
1	B3	L1	B3
2	B5	L2	B5
3	B1	L3	B1
4	B4	L3	B4
5	B2	L4	B2
6	B6	L5	B6
7	B7	L6	B7
8	B8	L7	B8
9	B9	L8	B9
10	B10	L9	

Upon completion of techno-commercial evaluation, if it is found that all the eligible Bidders shortlisted for e-RA have quoted the same tariff, ranking of Bidders to be indicated in the e-RA window shall be decided based on draw of lots.

- 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:
- a. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - b. 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) till the total capacity (400 MW) is exhausted.
- ii. 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 LoA:

At the end of selection process, a Letter of Award (LOA) will be issued to the successful Bidder for the Project. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium. 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. SECI reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA.

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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)

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 RE Power Developers for Setting up of 400 MW ISTS-Connected RE Power Projects for “Round-the-Clock” supply of power to NDMC, New Delhi and Dadra & Nagar Haveli (RTC-I)

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 a single bid of 400 MW capacity, including this response to RfS.

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

Capacity (MW)	Project component break-up (MW)	ESS Rating (including min. storage hours committed)	Project Location (Village, Tehshil, Dist., State)	Interconnection on Point Details

**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, 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 timeline as per clause No. 16, Section-III of ITB of 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 30 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 240 (Two Hundred Forty) 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 FOR POWER OF ATTORNEY

(Applicable only in case of Consortiums)

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

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

Designation
Place:
Date:)
Accepted

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

Attested

(Signature of the executant)

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

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

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 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 RE Power Developers for Setting up of 400 MW ISTS-Connected RE Power Projects for “Round-the-Clock” supply of power to NDMC, New Delhi and Dadra & Nagar Haveli (RTC-I)** 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. 30 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__

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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 RE 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 RE Power Project of the RE Power Developer and issuing Letter of Award No _____ to _____ (*Insert Name of selected RE Power Developer*) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE 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 RE 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 RE 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 RE Power Developer/ Project Company, to make any claim against or any demand on the selected RE Power Developer/ Project Company or to give any notice to the selected RE 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 RE 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: _____

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 70 of 105</u>	<u>Signature of Bidder</u>
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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 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 “RE Power Developers for Setting up of 400 MW ISTS-Connected RE Power Projects for “Round-the-Clock” supply of power to NDMC, New Delhi and Dadra & Nagar Haveli (RTC-I)”, 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***)

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 72 of 105</u>	<u>Signature of Bidder</u>
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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 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 400 MW ISTS Connected RE Power projects (RTC-I);

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

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019</u>	<u>Page 74 of 105</u>	<u>Signature of Bidder</u>
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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]

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 RE Power Developers for Setting up of 400 MW ISTS-Connected RE Power Projects for “Round-the-Clock” supply of power to NDMC, New Delhi and Dadra & Nagar Haveli (RTC-I)

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/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 %) 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/ 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/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.

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)

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 82 of 105</u>	<u>Signature of Bidder</u>
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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 RE Power Developers for Setting up of 400 MW ISTS-Connected RE Power Projects for "Round-the-Clock" supply of power to NDMC, New Delhi and Dadra & Nagar Haveli (RTC-I)

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.

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 83 of 105</u>	<u>Signature of Bidder</u>
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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 RE Power Developers for Setting up of 400 MW ISTS-Connected RE Power Projects for "Round-the-Clock" supply of power to NDMC, New Delhi and Dadra & Nagar Haveli (RTC-I)

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 of the Project, detailing out project configuration and proposed commissioning schedule of 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.

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019</u>	<u>Page 84 of 105</u>	<u>Signature of Bidder</u>
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**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	Capacity Proposed MW
4	Technology Proposed to be adopted for the Project	
5	Estimated Annual Generation of Electrical Energy	kWh
6	Brief about the Proposed Technology and Project component breakup	
7	Proposed ESS technology	
8	Brief write-up about the proposed ESS technology (to be enclosed as an additional sheet)	

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 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 RE Power Developers for Setting up of 400 MW ISTS-Connected RE Power Projects for "Round-the-Clock" supply of power to NDMC, New Delhi and Dadra & Nagar Haveli (RTC-I)

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 Project capacity of _____ MW in India as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 240 (Two Hundred and Forty) 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:

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 TCIL 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.

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 86 of 105</u>	<u>Signature of Bidder</u>
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PRELIMINARY ESTIMATE OF COST OF RE POWER PROJECT

Project Capacity:MW
Location:

Bidder may use any format to provide the break-up.

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

Thanking you,
We remain,
Yours faithfully,

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

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

1. SPV Modules

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 and ESS components, if any, 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
1	200 MW	200 MW	200 MW	200 MW

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

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.

COMMISSIONING PROCEDURE

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

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?	

**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

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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	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>

Email-ID	<i>support@isn-ets.com</i> <i>[Please mark CC: support@electronic tender.com]</i>
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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.

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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.

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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.

Check List for Financial Closure

(To be signed by the Authorized signatory of the RPD)

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure –
(12 months from Effective Date of PPA)

Project Company Name _____

Project ID:- _____

LOA No. - _____ Dtd. - _____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Section III, Clause 15 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
(1)	(2)
Location	
Technology	
Certificate from all financial institutions	<u>In case of tie up through Bank / Financial Institutions: -</u> Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as <u>Annexure-I</u>). <u>In case of Internal Resources: -</u> Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as <u>Annexure-I</u>). <i>Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.</i>

Note:-

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**
- (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to SECI as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2.0 Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)

3.0 Technical Parameters of the Project (Section-IV, Cl. B of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

4.0 Ownership of the RPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to SECI on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5.0 The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

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For cases where funding will be from a Company other than Project Company

Board Resolution from _____ (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s _____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ which was selected by Solar Energy Corporation of India Limited (SECI) to develop the.....MW RE Project (Project ID.....), for generation and sale of solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between SECI and _____ (Name of Project Company). Funds will be released for the project as per the request of _____ (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from _____ (Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by Solar Energy Corporation of India Limited (SECI) to develop the.....MW RE Project (Project ID.....), for generation and sale of solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between SECI and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. _____, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e. _____, agrees to extend full financial support as sought above, Sh. _____, Director, Sh _____, Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by _____ (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

RfS for 400 MW RTC Supply of RE Power to NDMC, New Delhi and DNH (RTC-I)	<u>RfS No. SECI/C&P/RPD/RTC- I/RfS/400MW/102019</u>	<u>Page 105 of 105</u>	<u>Signature of Bidder</u>
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