

RfS No: SECI/C&P/RfS/5GW MANUFACTURING/P-1/052018 dated 25.05.2018

SELECTION OF SOLAR POWER DEVELOPERS FOR SETTING UP OF 10GW ISTS CONNECTED SOLAR PV POWER PLANT LINKED WITH 3GW (PER ANNUM) SOLAR MANUFACTURING PLANT UNDER GLOBAL COMPETITIVE BIDDING (PHASE-I)

Reference of Original RfS Document									
Sl. No.	Section	Page No.	Clause	Original Version	Amendment-I	Amendment - II	Amendment - III	Amendment - IV	
1	I (IFB)	5	2.0	This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017.	This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017 including its amendment dated 15.06.2018 and Guidelines issued by MNRE for "Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" vide OM No. 336/39/2017-NSM-Part (2) dated 20.04.2018 including its Amendment vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018.		This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017 including its amendment dated 15.06.2018 and Guidelines issued by MNRE for "Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" vide OM No. 336/39/2017-NSM-Part (2) dated 20.04.2018 including its Amendments vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018, OM No. 336/39/2017-NSM-Part (2)/Pt dated 17.09.2018 and OM No. 336/39/2017-NSM-Part (2)/Pt dated 28.09.2018. <i>The related clauses pertaining to the reference of guidelines elsewhere mentioned in the RfS shall be interpreted accordingly.</i>	This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017 including its amendment dated 15.06.2018 and Guidelines issued by MNRE for "Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" vide OM No. 336/39/2017-NSM-Part (2) dated 20.04.2018 including its Amendments vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018, OM No. 336/39/2017-NSM-Part (2)/Pt dated 17.09.2018, OM No. 336/39/2017-NSM-Part (2)/Pt dated 28.09.2018 and OM No. 336/39/2017-NSM-Part (2)/SubPart(1)(i) dated 30.10.2018. <i>The related clauses regarding reference of guidelines elsewhere mentioned in the RfS shall be interpreted accordingly.</i>	
2	I (IFB)	5	5.0	Solar Power Developers (hereafter referred to as SPDs) selected by SECI based on this RfS, shall be required set up cumulative annual solar manufacturing capacity of 5GW, which shall be setup over a maximum period of 03 (Three) Years' time. The SPDs shall be selected through Tariff Based Competitive Bidding followed by e-Reverse Auction. The SPDs shall be allowed assured PPAs for double of the capacity of Solar Manufacturing Plant. The SPDs have to set up ISTS Connected Solar PV Power Plants on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA) of capacity twice that of the manufacturing capacity allocated to it. Thus, the total Solar PV Power Plant capacity would be 10GW for manufacturing capacity of 5GW. The standard PPA document shall be shortly uploaded and can be downloaded from TCIL portal https://www.tcil-india-electronictender.com .	Solar Power Developers (hereafter referred to as SPDs) selected by SECI based on this RfS, shall be required set up cumulative annual solar manufacturing capacity of 3GW, which shall be setup over a maximum period of 02 (Two) Years' time. The SPDs shall be selected through Tariff Based Competitive Bidding followed by e-Reverse Auction. The SPDs shall be provided assured PPAs for 2000MW against 600MW of Solar Manufacturing Plant. The SPDs have to set up ISTS Connected Solar PV Power Plants on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA) of capacity 2000MW against manufacturing capacity of 600MW allocated to it. Thus, the total Solar PV Power Plant capacity would be 10GW for manufacturing capacity of 3GW. The standard PPA & PSA documents are uploaded at the TCIL portal https://www.tcil-india-electronictender.com along with this Ammendment I.			Solar Power Developers (hereafter referred to as SPDs) selected by SECI based on this RfS, shall be required set up cumulative annual solar manufacturing capacity of 3GW, which shall be setup over a maximum period of 36 (Thirty Six) Months' from execution of Package-I PPAs. The SPDs shall be selected through Tariff Based Competitive Bidding followed by e-Reverse Auction. The SPDs shall be provided assured PPAs for 2000MW against 600MW of Solar Manufacturing Plant. The SPDs have to set up ISTS Connected Solar PV Power Plants on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA) of capacity 2000MW against manufacturing capacity of 600MW allocated to it. Thus, the total Solar PV Power Plant capacity would be 10GW for manufacturing capacity of 3GW. The standard PPA & PSA documents are uploaded at the TCIL portal https://www.tcil-india-electronictender.com along with this Ammendment IV. <i>The related clauses regarding time period allowed for Manufacturing Plant Commercial Operation Date (MCOD)/ Commissioning of Solar Manufacturing Plant elsewhere mentioned in the RfS shall be interpreted accordingly.</i>	
3	I (IFB)	5	7.0	The Solar PV Power Plant will be allowed staggered commissioning over a period of 04 (Four) years, with minimum 25% of the cumulative allocated capacity being commissioned every year.	The Solar PV Power Plant capacity allocated shall be commissioned in phased manner under Package I & Package II from the date of issuance of Letter of Award (LoA). The PPA will be executed within a maximum time frame 90 (Ninety) Days from the date of LoA. The successful bidder will be required to commission minimum 40% (Forty Percent) (Package I) of the cumulative allocated capacity within 21 (Twenty One) months from the date of PPA. The successful bidder will be required to commission the balance capacity (Package II) of the cumulative allocated capacity within 36 (Thirty Six) months from the date of LoA. <i>Incase the commissioning is delayed beyond 31.03.2022, the SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity.</i>			The Solar PV Power Plant capacity allocated shall be commissioned in phased manner under Package I, Package II, Package III and Package IV within 05 (Five) Years from effective date of PPAs. The PPAs will be executed within a maximum time frame 90 (Ninety) Days from the date of LoA. The successful bidder will be required to commission 10% (Ten Percent) (Package I) of the cumulative allocated capacity within 24 (Twenty Four) months from the effective date of PPAs for Package I. The successful bidder will be required to commission additional 30% (Thirty Percent) each (Package II, III and IV) of the cumulative allocated capacity in next 03 successive years from the effective date of PPAs. <i>The Solar Power Projects, under this tender, commissioned upto 31st March 2024, shall be eligible for ISTS Charges waiver. Incase the commissioning is delayed beyond 31.03.2024, the SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity.</i> <i>The related clauses elsewhere mentioned in the RfS shall be interpreted accordingly.</i>	
4	I (IFB)	7	13.0	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" issued by Ministry of Power vide Gazette Resolution dated 03.08.2017 including its amendment dated 15.06.2018 and "Guidelines for Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" issued by Ministry of New and Renewable Energy vide OM No. 336/39/2017-NSM-Part(2) dated 20.04.2018 including its Amendment vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS. In case of any difference in interpretation between this tender document and said guidelines, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/ SPD and SECI.	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" issued by Ministry of Power vide Gazette Resolution dated 03.08.2017 including its amendment dated 15.06.2018 and "Guidelines for Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" issued by Ministry of New and Renewable Energy vide OM No. 336/39/2017-NSM-Part(2) dated 20.04.2018 including its Amendment vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS. In case of any difference in interpretation between this tender document and said guidelines, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/ SPD and SECI.			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" issued by Ministry of Power vide Gazette Resolution dated 03.08.2017 including its amendment dated 15.06.2018 and "Guidelines for Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" issued by Ministry of New and Renewable Energy vide OM No. 336/39/2017-NSM-Part(2) dated 20.04.2018 including its Amendments vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018, OM No. 336/39/2017-NSM-Part (2)/Pt dated 17.09.2018, OM No. 336/39/2017-NSM-Part (2)/Pt dated 28.09.2018 and OM No. 336/39/2017-NSM-Part (2)/SubPart(1)(i) dated 30.10.2018. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS. In case of any difference in interpretation between this tender document and said guidelines, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/ SPD and SECI.	
5	II (ITB)	27	11.0	Bidders selected by SECI based on this RfS shall submit 02 separate Performance Bank Guarantees per Project (i.e. 1GW of Solar Manufacturing including 2GW Solar PV Power Plant) for values (i) INR 220 Crore for Solar Manufacturing and (ii) INR 400 Crore for Solar PV Power Plant within 30 days of issuance of Letter of Intent (LoI) or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B with an initial validity period from the date of submission of the PBG until 66 months from the Effective Date of the 1st Year 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.	Bidders selected by SECI based on this RfS shall submit 02 separate Performance Bank Guarantees per Project (i.e. 600MW of Solar Manufacturing including 2GW Solar PV Power Plant) for (i) INR 66 Crore (Indian Rupees Sixty Six Crores) for Solar Manufacturing Plant and (ii) INR 400 Crore (Indian Rupees Four Hundred Crores) for Solar PV Power Plant. Both the PBGs amounting INR 66 Crore (corresponding to Solar Manufacturing Plant) and INR 400 Crore (corresponding to Solar PV Power Plant) shall be submitted within 90 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. The successful Bidders shall submit the Performance Bank Guarantees according to the Format 7.3 B and ensure the validities until 51 (Fifty One) months from the Effective Date of the PPAs. On receipt and after successful verification of both the Performance Bank Guarantees (amounting INR 66 Crore towards Solar Manufacturing Plant and INR 400 Crore towards Solar PV Power Plant) in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidders within 15 working days. The EMD of all unsuccessful bidders will be returned as promptly as possible but not later than 10 days of the e-RA. <i>It may be noted that the PBG shall be submitted by the successful bidders only and no PBG shall be accepted from the SPV/ Project Company of the successful bidders.</i>	Bidders selected by SECI based on this RfS shall submit 03 (Three) separate Performance Bank Guarantees per Project (i.e. 600MW of Solar Manufacturing including 2GW Solar PV Power Plant) for (i) INR 60 Crore (Indian Rupees Sixty Crores) for Solar Manufacturing Plant, (ii) INR 6 Crore (Indian Rupees Six Crores) for Solar Manufacturing Plant and (iii) INR 400 Crore (Indian Rupees Four Hundred Crores) for Solar PV Power Plant. All the PBGs amounting INR 60 Crore and INR 6 Crore (corresponding to Solar Manufacturing Plant) and INR 400 Crore (corresponding to Solar PV Power Plant) shall be submitted within 90 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. The successful Bidders shall submit the Performance Bank Guarantees according to the Format 7.3 B. The validities of the PBGs amounting INR 60 Crore and INR 400 Crore have to be ensured until 51 (Fifty One) months from the Effective Date of the Package-I PPAs. The validity of the the PBG amounting INR 60 Crore has to be ensured until 45 (Forty Five) months from the Effective Date of the Package-I PPAs. On receipt and after successful verification of all the Performance Bank Guarantees (amounting INR 60 Crore and INR 6 Crore towards Solar Manufacturing Plant and INR 400 Crore towards Solar PV Power Plant) in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidders within 15 working days. The EMD of all unsuccessful bidders will be returned as promptly as possible but not later than 10 days of the e-RA. The PBG amounting INR 60 Crore submitted against Solar Manufacturing Plant shall be released within 03 (Three) Months upon MCOD (i.e. commencement of commercial operation of the cumulative manufacturing capacity) of the entire Solar Manufacturing Plant at the sole discretion of SECI. The PBG amounting INR 6 Crore submitted against Solar Manufacturing Plant shall be released within 03 (Three) Months upon successful demonstration of production obligation as defined under Clause No. 47 of Amendment-I at the sole discretion of SECI. Successful Bidders/ Developers shall extend the validity of PBGs as and when desired by SECI without any additional commercial implication to SECI. <i>It may be noted that the PBG shall be submitted by the successful bidders only and no PBG shall be accepted from the SPV/ Project Company of the successful bidders.</i>	Bidders selected by SECI based on this RfS shall submit 03 (Three) separate Performance Bank Guarantees per Project (i.e. 600MW of Solar Manufacturing including 2GW Solar PV Power Plant) for (i) INR 60 Crore (Indian Rupees Sixty Crores) for Solar Manufacturing Plant, (ii) INR 6 Crore (Indian Rupees Six Crores) for Solar Manufacturing Plant and (iii) INR 400 Crore (Indian Rupees Four Hundred Crores) for Solar PV Power Plant. All the PBGs amounting INR 60 Crore and INR 6 Crore (corresponding to Solar Manufacturing Plant) and INR 400 Crore (corresponding to Solar PV Power Plant) shall be submitted within 90 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. The successful Bidders shall submit the Performance Bank Guarantees according to the Format 7.3 B. The initial validities of all the PBGs amounting INR 60 Crore, INR 6 Crore and INR 400 Crore have to be until 51 (Fifty One) months from the Effective Date of the Package-I PPAs. On receipt and after successful verification of all the Performance Bank Guarantees (amounting INR 60 Crore and INR 6 Crore towards Solar Manufacturing Plant and INR 400 Crore towards Solar PV Power Plant) in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidders within 15 working days. The EMD of all unsuccessful bidders will be returned as promptly as possible but not later than 10 days of the e-RA. The PBG amounting INR 60 Crore submitted against Solar Manufacturing Plant shall be released within 03 (Three) Months upon MCOD (i.e. commencement of commercial operation as per the prescribed qualitative criteria as mentioned under Clause no. 47 of Amendment-I) of the entire obligated Solar Manufacturing Plant. The PBG amounting INR 6 Crore submitted against Solar Manufacturing Plant shall be released within 03 (Three) Months upon successful demonstration of production obligation as defined under Clause No. 47 of Amendment-I. Incase the MCOD of the entire obligated manufacturing capacity is achieved on or before the scheduled MCOD (i.e. 36 months from the date of issuance of LoA), the PBG amounting INR 400 Crore submitted against Solar PV Power Plant shall be released on pro rata basis within 03 (Three) Months upon Commissioning of Solar PV Projects within maximum time allowed for commissioning with tariff and PPA term reduction in line with the provisions of RfS documents including its amendments and clarifications. Successful Bidders/ Developers shall extend the validity of PBGs as and when desired by SECI without any additional commercial implication to SECI. <i>It may be noted that the PBG shall be submitted by the successful bidders only and no PBG shall be accepted from the SPV/ Project Company of the successful bidders.</i>	Bidders selected by SECI based on this RfS shall submit 03 (Three) separate Performance Bank Guarantees (PBG) per Project (i.e. 600MW of Solar Manufacturing including 2GW Solar PV Power Plant) for (i) INR 60 Crore (Indian Rupees Sixty Crores) for Solar Manufacturing Plant, (ii) INR 6 Crore (Indian Rupees Six Crores) for Solar Manufacturing Plant and (iii) INR 400 Crore (Indian Rupees Four Hundred Crores) for Solar PV Power Plant. All the PBGs amounting INR 60 Crore and INR 6 Crore (corresponding to Solar Manufacturing Plant) and INR 400 Crore (corresponding to Solar PV Power Plant) shall be submitted within 90 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. The successful Bidders shall submit the PBGs according to the Format 7.3 B. The initial validities of both the PBGs amounting INR 60 Crore and INR 6 Crore have to be until 51 (Fifty One) months from the Effective Date of the Package-I PPAs whereas the initial validity of the PBGs amounting INR 400 Crore have to be until 72 (Seventy Two) months from the Effective Date of the Package-I PPAs. Incase the successful Bidders are not able to get the PBG amounting INR 400 Crore with initial validity of 72 months, they can submit the PBG amounting INR 400 Crore with initial validity of 60 (Sixty) months. However, the validity of the PBG need to be extended for further period of atleast 12 (Twelve) months prior to 90 days from expiry of the existing validity. On receipt and after successful verification of all the PBGs (amounting INR 60 Crore and INR 6 Crore towards Solar Manufacturing Plant and INR 400 Crore towards Solar PV Power Plant) in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidders within 15 working days. The EMD of all unsuccessful bidders will be returned as promptly as possible but not later than 10 days of the e-RA. The PBG amounting INR 60 Crore submitted against Solar Manufacturing Plant shall be released within 03 (Three) Months upon MCOD (i.e. commencement of commercial operation as per the prescribed qualitative criteria as mentioned under Clause no. 14 of Amendment-IV) of the entire obligated Solar Manufacturing Plant. The PBG amounting INR 6 Crore submitted against Solar Manufacturing Plant shall be released within 03 (Three) Months upon successful demonstration of production obligation i.e. commencement of commercial operation as per the prescribed qualitative criteria as mentioned under Clause no. 14 of Amendment-IV. Incase the MCOD of the entire obligated manufacturing capacity is achieved on or before the scheduled MCOD (i.e. 36 months from the date of execution of Package-I PPA), the PBG amounting INR 400 Crore submitted against Solar PV Power Plant shall also be released on pro rata basis (in addition to the PBG amounting INR 60 Crore submitted against Solar Manufacturing Plant) within 03 (Three) Months upon Commissioning of Solar PV Projects within maximum time allowed for commissioning with tariff and PPA term reduction in line with the provisions of RfS documents including its amendments and clarifications. Successful Bidders/ Developers shall extend the validity of PBGs as and when desired by SECI without any additional commercial implication to SECI. <i>It may be noted that all the PBGs shall be submitted by the successful bidders only and no PBGs shall be accepted from the SPV/ Project Company of the successful bidders.</i>	
6	II (ITB)	29	14.0	POWER PURCHASE AGREEMENT (PPA)	Annexure-I to Amendment-I may kindly be referred in this regard.	Annexure-I to Amendment-II may kindly be referred in this regard.		Annexure-I to Amendment-IV may kindly be referred in this regard.	

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SELECTION OF SOLAR POWER DEVELOPERS FOR SETTING UP OF 10GW ISTS CONNECTED SOLAR PV POWER PLANT LINKED WITH 3GW (PER ANNUM) SOLAR MANUFACTURING PLANT UNDER GLOBAL COMPETITIVE BIDDING (PHASE-I)

Reference of Original RfS Document								
Sl. No.	Section	Page No.	Clause	Original Version	Amendment-I	Amendment - II	Amendment - III	Amendment - IV
7	II (ITB)	31	15.0	MILESTONES INCLUDING FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS	Annexure-I to Amendment-I may kindly be referred in this regard.	Annexure-I to Amendment-II may kindly be referred in this regard.	Annexure-I to Amendment-III may kindly be referred in this regard.	Annexure-I to Amendment-III may kindly be referred in this regard.
8	II (ITB)	36	16.b	<p>For Solar PV Power Plant, the Scheduled Commissioning Date (SCD) of the Project needs to be achieved in line with the milestones/ timelines indicated under clause no. 15.B.1. In case the SCD of the projects are delayed beyond original SCD (as indicated against each milestone under clause no. 15.B.1) and upto 12 months delay period, the PPA shall be in force w.e.f. end of original SCD period onwards (i.e. end of 12th month, 24th month, 36th month or 48th month as the case may be), the PBG submitted against Solar PV Power Plant (i.e. INR 400 Crore) shall be forfeited proportionately and PPA Capacity shall be reduced on pro-rata basis related to the capacity due for commissioning as on respective original SCD.</p>	<p>For Solar PV Power Plant</p> <p>For Solar PV Power Plant, in case the COD of the Package I/ Package II under the project is delayed upto 12 (Twelve) months from the scheduled COD, the PPA tariff discovered after reverse auction for setting up of Solar Power Plant shall be reduced at the rate of INR 0.0005 per day of delay till 12 (Twelve) months from COD for such delayed capacities only. The revised reduced tariff shall be applicable for the capacity delayed beyond COD. This tariff reduction is in addition to the tariff reduction exercised on account of delays in the commissioning of manufacturing capacity. Both reductions in the tariff (Manufacturing Capacity and Solar Plant) are mutually exclusive of each other and will be applicable independently.</p> <p>In case, the COD of the Project is delayed beyond 12 months from the scheduled COD, the PPA will be terminated for the uncommissioned capacity & the PBG submitted for the Solar Power plant will be forfeited (INR 400 Crore) on pro rata basis.</p> <p><i>In case the commissioning is delayed beyond 31.03.2022, the SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity. In such case, ISTS charges or the tariff reduction due to the delay in Solar Plant commissioning, whichever is higher will be applicable on the SPD. Both ISTS charges and tariff reduction on account of delay will not be levied simultaneously.</i></p>		<p>For Solar PV Power Plant</p> <p>For Solar PV Power Plant, in case the COD of the Package I/ Package II under the project is delayed upto 12 (Twelve) months from the scheduled COD, then the PPA Term will be reduced for the corresponding period of delay and the PPA tariff discovered after reverse auction for setting up of Solar Power Plant shall be reduced at the rate of INR 0.0005/ kWh per day of delay until 12 (Twelve) months from COD for such delayed capacities only. The revised reduced tariff shall be applicable for the capacity delayed beyond COD. This tariff reduction is in addition to the tariff reduction exercised on account of delays in the commissioning of manufacturing capacity. Both reductions in the tariff (Manufacturing Capacity and Solar Plant) are mutually exclusive of each other and will be applicable independently.</p> <p>In case, the COD of the Project is delayed beyond 12 months from the scheduled COD, the PPA will be terminated for the uncommissioned capacity & the PBG submitted for the Solar Power plant will be forfeited (INR 400 Crore) on pro rata basis.</p> <p><i>ISTS Charges Waiver is presently allowed for projects commissioned upto March 2022. However, if the project's commissioning go beyond March 2022 on account of non-completion at that time of already indicated ISTS evacuation capacity in the bid document, then the delay due to this would be treated as Force Majeure, and the power projects under this bid shall be eligible for extension for that period and shall also be eligible for ISTS Charges Waiver for commissioning even beyond March 2022. In case it is established that the SPD has complied with the complete application formalities and has adhered to the applicable Procedure in this regard as notified by the CERC/ CTU within 03 months (for Package-I PPAs) and within 06 months (for Package-II PPAs) from the date of issuance of LoA, then the delay due to this will be treated as Force Majeure with a condition that the SPD shall commission the Solar PV Power Plant maximum within 15 (Fifteen) days from the date of completion of ISTS evacuation capacity. In case of non-commissioning of the Solar PV Projects maximum within 15 (Fifteen) days from the date of completion of ISTS evacuation capacity, the penalty shall be levied as mentioned above.</i></p> <p><i>Despite connectivity being ready as defined above, in case the commissioning is delayed beyond 31.03.2022, the SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity. In such case, ISTS charges or the tariff reduction due to the delay in Solar Plant commissioning, whichever is higher will be applicable on the SPD. Both ISTS charges and tariff reduction on account of delay will not be levied simultaneously.</i></p> <p>The bidder has to mandatorily indicate the proposed location for connectivity in the Covering Letter and same shall be submitted at the time of submission of bids in line with the provisions of RfS documents. The same shall be treated as bid documents and Force Majeure shall be applicable only in case of non-completion of ISTS evacuation capacity at the location indicated in the bid document.</p>	<p>For Solar PV Power Plant</p> <p>For Solar PV Power Plant, in case the COD of any of the Package I/ Package II/ Package III/ Package IV under the project is delayed upto 12 (Twelve) months from the scheduled COD, then the PPA Term will be reduced for the corresponding period of delay and the PPA tariff discovered after reverse auction for setting up of Solar Power Plant shall be reduced at the rate of INR 0.0005/ kWh per day of delay until 12 (Twelve) months from COD for such delayed capacities only. The revised reduced tariff shall be applicable for the capacity delayed beyond COD. This tariff reduction is in addition to the tariff reduction exercised on account of delays in the commissioning of manufacturing capacity. Both reductions in the tariff (Manufacturing Capacity and Solar Plant) are mutually exclusive of each other and will be applicable independently.</p> <p>In case, the COD of the Project is delayed beyond 12 months from the scheduled COD, the PPA will be terminated for the uncommissioned capacity & the PBG submitted for the Solar Power plant will be forfeited (INR 400 Crore) on pro rata basis.</p> <p><i>The Solar Power Projects, under this tender, commissioned upto 31st March 2024, shall be eligible for ISTS Charges waiver. In case the commissioning is delayed beyond 31.03.2024, the SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity. In such case, ISTS charges or the tariff reduction due to the delay in Solar Plant commissioning, whichever is higher will be applicable on the SPD. Both ISTS charges and tariff reduction on account of delay will not be levied simultaneously.</i></p>
9	II (ITB)	37	18.3	<p>In case of SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of SECI. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year 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.</p>	<p>In case of SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 1 (One) year from the last COD (MCOD/ COD for Solar PV Power Plant whichever is later), except with the prior approval of SECI. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from last COD (MCOD/ COD for Solar PV Power Plant whichever is later), except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, SECI reserves the right to take suitable action on case to case basis due to change in Controlling Shareholding.</p>	<p>In case of SPVs:</p> <p>In case of Solar PV Power Plant, the successful Bidder, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.</p> <p>In case of Manufacturing, the successful Bidder, shall ensure that its shareholding in the SPV/ Project Company executing the Manufacturing Contract, shall not fall below 50% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.</p> <p>In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% or 50% as the case may be at any time prior to 01 (One) year the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, SECI reserves the right to take suitable action on case to case basis due to change in Controlling Shareholding.</p> <p>The SPV should be registered as per Companies Act and shareholding pattern need to be finalized prior to execution of PPA/ Manufacturing Contract Agreement. The finalized Shareholding Pattern of the SPV will not be allowed to change till 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.</p>		<p>In case of SPVs:</p> <p>In case of Solar PV Power Plant, the successful Bidder, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.</p> <p>In case of Manufacturing,</p> <p>(a) if the successful Bidder enters into a Manufacturing Contract with the Technology Partner and other entities, shall ensure that its shareholding in the SPV/ Project Company executing the Manufacturing Contract, shall not fall below 26% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.</p> <p>(b) if the successful Bidder enters into a Manufacturing Contract without the Technology Partner and other entities, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.</p> <p>In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% or 26% as the case may be (depending upon the structure/ modality of execution) at any time prior to 01 (One) year the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, SECI reserves the right to take suitable action on case to case basis due to change in Controlling Shareholding.</p>
10	II (ITB)	48	A.7	<p>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 given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.</p>	<p>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 given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the last COD (MCOD/ COD for Solar PV Power Plant whichever is later) of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after last COD (MCOD/ COD for Solar PV Power Plant whichever is later) with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.</p>			<p>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 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% or 26% of the voting rights, as the case may be (depending upon the structure/ modality of execution) and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the last COD (MCOD/ COD for Solar PV Power Plant whichever is later) of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after last COD (MCOD/ COD for Solar PV Power Plant whichever is later) with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.</p>

RfS No: SECI/C&P/RfS/5GW MANUFACTURING/P-1/052018 dated 25.05.2018							
SELECTION OF SOLAR POWER DEVELOPERS FOR SETTING UP OF 10GW ISTS CONNECTED SOLAR PV POWER PLANT LINKED WITH 3GW (PER ANNUM) SOLAR MANUFACTURING PLANT UNDER GLOBAL COMPETITIVE BIDDING (PHASE-I)							
Sl. No.	Section	Page No.	Clause	Original Version	Amendment-I	Amendment - II	Amendment - III
							Amendment - IV
11	IV	55	1.19	"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 its amendment dated 15.06.2018 and "Guidelines for Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" issued by Ministry of New and Renewable Energy vide OM No. 336/39/2017-NSM-Part(2) dated 20.04.2018 including its Amendment vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018;	"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 its amendment dated 15.06.2018 and "Guidelines for Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" issued by Ministry of New and Renewable Energy vide OM No. 336/39/2017-NSM-Part(2) dated 20.04.2018 including its Amendment vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018;		"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 its amendment dated 15.06.2018 and "Guidelines for Setting up of Solar Manufacturing Plant linked with PPAs for Solar PV Power Plant" issued by Ministry of New and Renewable Energy vide OM No. 336/39/2017-NSM-Part(2) dated 20.04.2018 including its Amendments vide OM No. 336/39/2017-NSM-Part (2)/Pt dated 23.08.2018, OM No. 336/39/2017-NSM-Part (2)/Pt dated 17.09.2018, OM No. 336/39/2017-NSM-Part (2)/Pt dated 28.09.2018 and OM No. 336/39/2017-NSM-Part (2)/SubPart(1)(i) dated 30.10.2018;
12	IV	59	1.52	New Definition			"TECHNOLOGY PARTNER" shall mean the Partner(s) in the Manufacturing SPV having an experience (whether domestic or global) in commercial production of Solar PV Module.
13	VII	95	Format 7.12	FORMAT FOR CONTRACT AGREEMENT (MANUFACTURING PLANT)	NIL	Annexure-I to Amendment-II may kindly be referred in this regard.	Annexure-I to Amendment-III may kindly be referred in this regard.
14	Annexure - A	109	6.0	The efficiency of produce modules from manufacturing plant shall be minimum 17%.	<p>PRODUCTION OBLIGATION OF MANUFACTURER</p> <p>Manufacturing Capacity should start commercial production within two years of LoA and should produce at least 50% of the installed capacity within first year of commencement of its commercial operation, and at least 60% of the installed capacity in the second year after commencement of its commercial operation.</p> <p>Qualitative Requirement:</p> <p>The following qualitative requirements shall need to be met by all manufacturing facilities offered under this scheme:</p> <p>i. The manufacturing facility should be such as to be able to produce cells of minimum efficiency of 19% and at least 30% of the installed capacity should be capable of producing cells of efficiency 20% or more.</p> <p>ii. In case of Thin Film Module manufacturing facility , the average efficiency of produced modules from Manufacturing Plant shall be of minimum 18% (Eighteen Percent)</p> <p>iii. The manufacturing facility should comply with "the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017" notified on 5th September'2017, and further amendments, if any, thereto.</p>		<p>PRODUCTION OBLIGATION OF MANUFACTURER</p> <p>Manufacturing Capacity of Solar PV Modules, Cells, Wafers and Ingots or integrated Thin Film Solar PV Module manufacturing should start commercial production within 03 (Three) years of LoA and should produce at least 80% of the installed capacity within first year and 90% of the installed capacity within second year of the commencement of commercial operation.</p> <p>Qualitative Requirement:</p> <p>The following qualitative requirements shall need to be met by all manufacturing facilities offered under this scheme:</p> <p>i. The manufacturing facility should be such as to be able to produce cells of minimum average efficiency of 19% and at least 30% of the installed capacity should be capable of producing cells of minimum average efficiency 20% or more.</p> <p>ii. In case of Thin Film Module manufacturing facility , the average efficiency of produced modules from Manufacturing Plant shall be of minimum 18% (Eighteen Percent)</p> <p>iii. The manufacturing facility should comply with "the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017" notified on 5th September'2017, and further amendments, if any, thereto.</p>
15	V	62	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 of RfS.			Total eligible capacity for e-Reverse Auction shall be calculated as provided in Clause 3.2 of Section-V of the RfS
16	V	63	3	Reverse Auction (Step-3)			Annexure-I to Amendment-IV may kindly be referred in this regard.

CLAUSES AMENDED IN THE RfS

(Annexure-I to Amendment-IV dated 31.10.2018)

Page No. 29, Section-II, Instructions to Bidders (ITB) (Sr. No. 06 of Amendment-I)

14 POWER PURCHASE AGREEMENT (PPA)

- 14.1 SECI shall enter into Power Purchase Agreements (PPAs) with Bidders/ SPVs of bidders selected based on this RfS for allocated capacities. The PPAs shall be signed for four "Packages" as follows: (i) Package-I, comprising Solar PV Projects having a cumulative capacity of 10% of the awarded Solar PV Project capacity, (ii) Package-II, comprising Solar PV Projects having a cumulative capacity of 30% of the awarded Solar PV Project capacity, (iii) Package-III, comprising Solar PV Projects having a cumulative capacity of 30% of the awarded Solar PV Project capacity and (iv) Package-IV, comprising Solar PV Projects having a cumulative balance capacity of 30% of the awarded Solar PV Project capacity.

These Packages, shall in-turn, comprise a number of Blocks, each having a minimum capacity of 50 MW. PPAs shall be signed for each Solar PV Project, and there can be multiple PPAs based on the above configuration. A copy of standard Power Purchase Agreement to be executed between SECI and the selected SPD is available on website of TCIL <https://www.tcil-india-electronictender.com> and also in SECI website www.seci.co.in. PPAs for all the Package-I, Package-II, Package-III and Package-IV shall be signed within 90 days from the date of issue of LoA, if not extended by SECI (for e.g. If the LoA is dated 30.12.2018, then the last date of signing of PPAs shall be 29.03.2019). The PPAs will be executed between SECI and selected bidder or its SPV, for each Project. The Effective dates for all the PPAs shall be as mentioned below:

S.N.	Package	Effective Date of PPA
1	Package-I (10% of awarded Solar PV Project Capacity)	90 days from issuance of LoA
2	Package-II (Additional 30% of awarded Solar PV Project Capacity)	90 days from issuance of LoA
3	Package-III (Additional 30% of awarded Solar PV Project Capacity)	90 days from issuance of LoA
4	Package-IV (Additional 30% of awarded Solar PV Project Capacity)	90 days from issuance of LoA

Note: PPAs will be executed between SECI and the SPD/ SPVs of SPD as per the breakup of the allocated Solar PV Project capacity awarded to the Bidder. The Bidder shall provide the project locations for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the SPD prior to signing of PPA. However, it may be noted that the Successful Bidder shall be allowed to change the proposed Project locations, upto the scheduled Financial Closure Dates for each PPA (e.g. for 1st Year, the location can be changed any time upto 15th Month, for 2nd Year, the location can be changed any time upto 27th Month, for 3rd Year, the location can be changed any time upto 39th Month and for 4th Year, the location can be changed any time upto 51st Month). The duration mentioned above shall be calculated from the date of issuance of LoA. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the above deadline. The final project configuration, adding up to the cumulative capacity awarded to the Bidder (in line with the above provisions regarding the change in location), may be intimated to SECI prior to the deadline mentioned above, which shall then remain changed/ updated after signing of PPA. Delays in connectivity and/ or LTA for the

Selection of Solar Power Developers for Setting up of 10GW ISTS Connected Solar PV Power Plant linked with 3GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding (Phase - I)

Project(S) on account of such changes in Project locations, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects.

- 14.2 The Performance Bank Guarantee as per Clause 11 and Success Charges as per Clause 12 of original RfS document including amendment thereof, shall be submitted by the SPD prior to signing of PPAs. Before signing of PPAs with the selected Bidders/ SPVs of the selected Bidders, SECI will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement and financial requirements mentioned at Section-III of the RfS including its Amendments. If at this stage it is found that the documents furnished by the Bidders are false/ misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.
- 14.3 Successful bidders will have to submit the required documents to SECI preferably in 14 days in advance to signing of PPAs. In case of delay in submission of documents beyond the timeline 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 PPAs, the Effective Dates of PPAs for all the four Packages shall be fixed as per the table indicated in Clause 14.1 above. In extraordinary case of unavoidable delays on the part of SECI, the effective date of PPAs shall be date of signing of PPAs.
- 14.4 Back-to-back Power Sale Agreements (PSAs) will be executed by SECI with the State Buying Utilities for sale of Solar Power to them.
- 14.5 The SPDs will be free to reconfigure and repower their plants from time to time during the PPA duration. However, SECI will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.
- 14.6 Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Power Developer and SECI.

Page No. 31, Section-II, Instructions to Bidders (ITB) (Sr. No. 07 of Amendment-III)

15 MILESTONES INCLUDING FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS

15.A FOR SOLAR MANUFACTURING PLANT

15.A.1 Following Milestones need to be achieved for setting up of Solar Manufacturing Plant by the SPD.

S.N.	Milestone	Details	Duration (Months) from execution of Package-I PPA
1	I	Land Acquisition, EPC Order for Plant and Equipments, Permits and Clearance, Detailed Project Report (DPR) including Detailed Layout for Proposed Solar Manufacturing Plant	15
2	II	Readiness of Major Civil and Infrastructure	27
3	III	Receipt of Material (Machinery etc.)	30
4	IV.a	Manufacturing Plant Commercial Operation Date (MCOD) of entire obligated Manufacturing Capacity for all the Facilities for Ingots, Wafers, Cells and Modules or integrated Thin Film Solar PV Module Manufacturing as per the prescribed Qualitative Criteria	36
5	IV.b	Commissioning of entire obligated Manufacturing Capacity for all the Facilities for Ingots, Wafers, Cells and Modules or integrated Thin Film Solar PV Module Manufacturing as per the prescribed Qualitative Criteria (With Tariff Reduction beyond MCOD)	48

15.A.2 SECI shall constitute a committee or may authorize any individual or committee or organization to witness and validate the achievement of above mentioned Milestones. The committee/ individual/ organization shall submit its report after each visit by duly assessing the progress of the activity(ies). The SPD needs to give at least 30 (Thirty) days advance notice to SECI in order to arrange the visit of the committee/ organization/ individual to witness and validate the achievement of milestones. In case of delay in submission of notice, SECI shall not be liable for delay in verification of documents and subsequent delay in witness and validation against achievement of milestone. The reports submitted by the committee/ individual/ organization will form a basis for deciding any future course of actions in regard of achieving the MCOD. The milestone shall be treated as having been fulfilled only on the date of validation of the achievement of milestone by the committee constituted or individual/ organization authorized by SECI.

15.A.3 The milestone IV.a indicated in the table above shall be considered as completed with a condition that, all the technologies involved in the manufacturing facility corresponding to entire allocated capacity are ready for commercial operation, failing which Liquidated Damages inline with the provisions of RfS documents including its amendments shall be imposed.

Selection of Solar Power Developers for Setting up of 10GW ISTS Connected Solar PV Power Plant linked with 3GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding (Phase - I)

- 15.A.4 The Successful Bidder has to establish the Solar Manufacturing Plant so as to ensure the annual production capacity of entire obligated capacity of Modules (600MW per Annum per Project) and Cells (600MW per Annum per Project) is to be achieved. The production capacities of balance individual processes/ stages (i.e. Ingots and Wafers) shall ensure the annual capacity of such facilities either in terms of numbers or in MT (Metric Tonnes) or if any shall correspond to the requirements of 600MW per Annum capacity of Solar PV Modules/ 600MW per Annum capacity of Solar Cells production.
- 15.A.5 In case of Thin Film technology, the entire integrated manufacturing line capacity should be 600MW per Annum.

15.B FOR SOLAR PV POWER PLANT

- 15.B.1 Following Milestones pertaining to commissioning of Solar PV Projects shall be applicable:

S.N.	Package	Scheduled Commissioning Date (SCD) (Months)	Maximum time allowed for commissioning with Tariff and PPA Term Reduction (Months)
1	Package-I (10% of awarded Solar PV Project Capacity)	24 Months from Effective Date of PPAs against Package-I	36 Months from Effective Date of PPAs against Package-I
2	Package-II (Additional 30% of awarded Solar PV Project Capacity)	36 Months from Effective Date of PPAs against Package-II	48 Months from Effective Date of PPAs against Package-II
3	Package-III (Additional 30% of awarded Solar PV Project Capacity)	48 Months from Effective Date of PPAs against Package-II	60 Months from Effective Date of PPAs against Package-II
4	Package-IV (Additional 30% of awarded Solar PV Project Capacity)	60 Months from Effective Date of PPAs against Package-II or 31 st March'2024 whichever is earlier	72 Months from Effective Date of PPAs against Package-II

- 15.B.2 SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. In case commissioning of any of the Solar PV Power Plants is delayed beyond the SCD (as indicated above) and upto the maximum commissioning period allowed, then the PPA Term will be reduced for the corresponding period of delay, in line with the provisions of the PPA and Tariff reduction as per Amendment-III will be applicable. For example, in case of delay in commissioning of the any of the Solar PV Power Plant by a period of 20 days beyond the SCD, the Term of the respective PPA shall be reduced by the above period of 20 days along with the applicable Tariff reduction. In case any of the commissioning of any of the Solar PV Power Plants gets delayed beyond the maximum time period allowed with reduction in Tariff and PPA Term as stipulated above, the PBG submitted against Solar PV Power Plants shall be

Selection of Solar Power Developers for Setting up of 10GW ISTS Connected Solar PV Power Plant linked with 3GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding (Phase - I)

forfeited on pro-rata basis and PPA Capacity shall be reduced to the capacity commissioned until the maximum deadline as indicated above. For example, in case of a 250 MW Solar PV Power Plant Project, commissioning of 100 MW gets delayed beyond the maximum time period as stipulated above, the PBG amount shall be encashed as follows: (Total PBG amount/ Total awarded Solar PV Project Capacity) x Total Capacity not commissioned.

The Solar Power Projects, under this tender, commissioned upto 31st March 2024, shall be eligible for ISTS Charges waiver. In case the commissioning is delayed beyond 31.03.2024, the SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity. In such case, ISTS charges or the tariff reduction due to the delay in Solar Plant commissioning, whichever is higher will be applicable on the SPD. Both ISTS charges and tariff reduction on account of delay will not be levied simultaneously.

- 15.1 For setting up of Solar PV Power Plant, the SPD shall achieve Financial Closure as mentioned below: -

S.N.	Packages	Scheduled Financial Closure (Months)
1	Package-I (10% of awarded Solar PV Project Capacity)	12 months from Effective Date of PPAs for Package-I (i.e. 15 months from the date of issuance of LoA)
2	Package-II (Additional 30% of awarded Solar PV Project Capacity)	24 months from Execution Date of PPAs for Package-II (i.e. 27 months from the date of issuance of LoA)
3	Package-III (Additional 30% of awarded Solar PV Project Capacity)	36 months from Execution Date of PPAs for Package-III (i.e. 39 months from the date of issuance of LoA)
4	Package-IV (Additional 30% of awarded Solar PV Project Capacity)	48 months from Execution Date of PPAs for Package-II (i.e. 51 months from the date of issuance of LoA)

The SPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure. SPD shall furnish documentary evidence towards the following: -

- At these stages, the SPDs shall report tie-up of Financing Arrangements for the 100% Project Cost corresponding to the respective PPAs Capacity. In this regard, the SPD shall submit a certificate from all financing agencies regarding the tie-up of the entire estimated Project Cost
- The SPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the CTU substation and Long-Term open Access (LTA) approval prior to Financial Closure of the Project.
- Within 12 months or 24 months or 36 months or 48 months, from the Effective Date of the PPAs for Package-I, II, III & IV, as the case may be, the SPD shall demonstrate

Selection of Solar Power Developers for Setting up of 10GW ISTS Connected Solar PV Power Plant linked with 3GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding (Phase - I)

possession of 100% (hundred percent) of the land identified for the Project (for e.g. if Effective Date of the PPA is 30.03.2019, then the above deadline shall be 29.03.2020, 29.12.2021, 29.12.2022 and 29.12.2023 respectively) before the scheduled Financial closure. In this regard, the SPD shall submit documents/ Lease Agreement to establish possession/ right to use 100% of the required land in the name of the SPD or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the SPD prior to the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the SPD.

- d. The SPD shall submit a sworn affidavit from the authorized signatory of the SPD listing the details of the land and certifying that total land required for the Project is under clear possession of the SPD.
- e. In case of delay in achieving specify conditions (Financing arrangement, conforming Technical feasibility for connectivity, LTA and Land for the Project) as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects on pro-rata basis, unless the delay is on account of delay in allotment of land by the Government and not owing to any action or inaction on the part of the SPD, or is caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 5000/ MW/ Day related to the capacity due for Financial Closure. This extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents or make the above-mentioned payment of INR 5000/ 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 and terminate the PPA for the corresponding capacity of the Project. The amount of INR 5000/ MW/ Day shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. 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 SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, based on the project capacity commissioned on pro-rata basis.
- f. In case, Financing arrangement, conforming Technical feasibility for connectivity, LTA and Land for the Project, is not achieved 100% by the SPD for Packages upto Scheduled Financial Closure, then the extension charges as mentioned shall be levied on pro-rata basis, applicable on the criteria based upon lowest percentage of completeness achieved under all these parameters.

E.g.: Achievement %: Financing arrangement 100%, conforming Technical feasibility for connectivity 50%, LTA 60% and Land 70%. In this case, the minimum criteria achieved is 50% (**conforming Technical feasibility for connectivity**), hence the pro rata extension charges will be calculated according to the 50% achievement basis only.

- g. In case the SPD is unable to demonstrate possession of 100% of the above FC requirements (Financing arrangement, conforming Technical feasibility for

Selection of Solar Power Developers for Setting up of 10GW ISTS Connected Solar PV Power Plant linked with 3GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding (Phase - I)

connectivity, LTA and Land for the Project) until the SCD, then the extension charges related to capacity due to financial closure will be applicable till SCD only.

Such delay will lead to the overall delay in commissioning & henceforth, the applicable LD for delay in commissioning beyond SCD, will only be applicable.

Page No. 101, Section-VII, Sample Forms and Formats for Bid Submission (Sr. No. 13 of Amendment-II)

Format 7.12

**FORMAT FOR CONTRACT AGREEMENT FOR
SETTING UP OF SOLAR MANUFACTURING PLANT**

(To be executed separately for each Solar Manufacturing Plant of 600MW Capacity)
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

CONTRACT AGREEMENT BETWEEN SOLAR ENERGY CORPORATION OF INDIA LIMITED AND
XXX [JV OF M/s
XXX (THE LEAD PARTNER OF THE JV)
AND M/s XX (THE PARTNER OF THE JV)
TOWARDS SETTING UP OF XXXX MW OF SOLAR PV MANUFACTURING PLANT UNDER RfS
NO. SECI/C&P/RfS/5GW MANUFACTURING/P-1/052018 DATED 25.05.2018

THIS CONTRACT AGREEMENT No. (also referred to as 'Manufacturing Contract')
is made on the day of 20....

BETWEEN

(1) **Solar Energy Corporation of India Limited** a company incorporated under the laws of Companies Act 2013 and having its Registered and Corporate Office at **D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017** (hereinafter called "**the Employer**") and also referred to as "SECI")

and

(2) **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, a company incorporated under the laws of Companies Act 1956 and having its Registered Office at **XX**, represented through **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, its authorized signatory (hereinafter called "**the Successful Bidder**") and also referred to as the "Solar Power Developer"/ the "SPD")

WHEREAS the Successful Bidder is desirous of setting up a _____ GW (_____ MW) Solar Manufacturing Plant located at _____ in _____ (*Insert Village, Tehsil, District*) in the state of _____ and the Employer has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Successful Bidder, and each shall be read and construed as an integral part of the Contract:

PART - A

1. "Bidding Documents" (RfS No.: SECI/C&P/RfS/5GW MANUFACTURING/P-1/052018 dated 25.05.2018), read in conjunction with Amendments I to IV to the Bidding Documents

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PART - B

2. This Contract Agreement and the Appendices thereto.
3. Letter of Award (LoA) Ref. No. XXXXXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX

PART - C

4. Bid Submitted by the Successful Bidder. (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX)

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Bidding Documents listed in Part-B of Article 1.1.

Article 2. Details of Successful Bidder and Parties to Agreement

2.1 Details of Successful Bidder

The Employer had issued Letter of Award (LoA) (XXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX) to SPD for setting up of the Facilities as detailed in the Contract Document.

The SPD (i.e. M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX) desires to set up the Solar PV Manufacturing Plant of ____ MW Capacity at _____ through a Special Purpose Vehicle (SPV) namely M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX. The SPV is a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 and having its Corporate Office at XXXXXXXXXXXXXXXXXXXXXXXXXXXX, represented through XXXXXXXXXXXXXXXXXXXXXXXXXXXX

M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX i.e. ____ SPV of M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX is a JV Company and comprises of M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 and having its Registered Office at XXXXXXXXXXXXXXXXXXXXXXXXXXXX, represented through XXXXXXXXXXXXXXXXXXXXXXXXXXXX, its authorized signatory and M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX (the Partner of JV), a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 and having its Registered Office at XXXXXXXXXXXXXXXXXXXXXXXXXXXX, represented through XXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter collectively called "the SPV" and also referred to as the "Manufacturer"/ "JV"/ the "JV").

2.2 Parties to Agreement

- (a) **Solar Energy Corporation of India Limited** a company incorporated under the laws of Companies Act 2013 (hereinafter called "**the Employer**" and also referred to as "SECI")

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- (b) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 (hereinafter called "**the Successful Bidder**" and also referred to as the "Solar Power Developer"/ the "SPD")
- (c) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX i.e. SPV of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, a JV Company and comprises of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (**the Lead Partner of JV**) and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (**the Partner of JV**) (hereinafter called "**the SPV**" and also referred to as the "Manufacturer"/ "JV"/ the "JV")

Each of the parties mentioned above, are hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**".

Both the partners are allowed to hold equity in the JV. The shareholding pattern is as mentioned below: -

Sr. No.	Name of the JV Partner	Shareholding (%)

The above finalized Shareholding Pattern of the JV will not be changed till 01 (One) year from the Commissioning of last Solar PV Power Plant of the entire allocated Capacity or MCOD of the entire obligated Solar Manufacturing Capacity, whichever is later, except with the prior approval of SECI.

Article 3. Effective Date, Time for Completion and Liquidated Damages for Delay

3.1 Effective Date

The effective date for commencement of work shall be the date of execution of Package-I PPA i.e., w.e.f. XX.XX.XXXX.

3.2 Time for Completion

The Time of Completion of Facilities shall be determined in Months from the date of the Letter of Award (LoA) i.e., w.e.f. XX.XX.XXXX.

S.N.	Milestone	Details	Duration (Months) from execution of Package-I PPA
1	I	Land Acquisition, EPC Order for Plant and Equipments, Permits and Clearance, Detailed Project Report (DPR) including Detailed Layout for Proposed Solar Manufacturing Plant	15
2	II	Readiness of Major Civil and Infrastructure	27
3	III	Receipt of Material (Machinery etc.)	30
4	IV.a	Manufacturing Plant Commercial Operation Date (MCOD) of entire obligated Manufacturing Capacity for all the Facilities for Ingots, Wafers, Cells and Modules or integrated Thin Film Solar PV Module Manufacturing as per the prescribed Qualitative Criteria	36

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5	IV.b	Commissioning of entire obligated Manufacturing Capacity for all the Facilities for Ingots, Wafers, Cells and Modules or integrated Thin Film Solar PV Module Manufacturing as per the prescribed Qualitative Criteria (With Tariff Reduction beyond MCOD)	48
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- 3.2.1 SECI shall constitute a committee or may authorize any individual or committee or organization to witness and validate the achievement of above mentioned Milestones. The committee/ individual/ organization shall submit its report after each visit by duly assessing the progress of the activity(ies). The SPD needs to give at least 30 (Thirty) days advance notice to SECI in order to arrange the visit of the committee/ organization/ individual to witness and validate the achievement of milestones. In case of delay in submission of notice, SECI shall not be liable for delay in verification of documents and subsequent delay in witness and validation against achievement of milestone. The reports submitted by the committee/ individual/ organization will form a basis for deciding any future course of actions in regard of achieving the MCOD. The milestone shall be treated as having been fulfilled only on the date of validation of the achievement of milestone by the committee constituted or individual/ organization authorized by SECI.
- 3.2.2 The milestone IV.a indicated in the table above shall be considered as completed with a condition that, all the technologies involved in the manufacturing facility corresponding to entire allocated capacity are ready for commercial operation, failing which Liquidated Damages inline with the provisions of RfS documents including its amendments shall be imposed.
- 3.2.3 The Successful Bidder has to establish the Solar Manufacturing Plant so as to ensure the annual production capacity of entire obligated capacity of Modules (600MW per Annum per Project) and Cells (600MW per Annum per Project) is to be achieved. The production capacities of balance individual processes/ stages (i.e. Ingots and Wafers) shall ensure the annual capacity of such facilities either in terms of numbers or in MT (Metric Tonnes) or if any shall correspond to the requirements of 600MW per Annum capacity of Solar PV Modules/ 600MW per Annum capacity of Solar Cells production.
- 3.2.4 In case of Thin Film technology, the entire integrated manufacturing line capacity should be 600MW per Annum.
- 3.2.5 Manufacturing Capacity of Solar PV Modules, Cells, Wafers and Ingots or integrated Thin Film Solar PV Module manufacturing should start commercial production within 36 (Thirty Six) Months from the date of execution of Package-I PPA and should produce at least 80% of the installed capacity within first year and 90% of the installed capacity within second year of the commencement of commercial operation.
- 3.2.6 The following qualitative requirements shall need to be met by all manufacturing facilities offered under this scheme:
- The manufacturing facility should be such as to be able to produce cells of minimum average efficiency of 19% and at least 30% of the installed capacity should be capable of producing cells of minimum average efficiency 20% or more.
 - In case of Thin Film Module manufacturing facility, the average efficiency of produced modules from Manufacturing Plant shall be of minimum 18% (Eighteen Percent)
 - The manufacturing facility should comply with "the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017" notified on 5th September'2017, and further amendments, if any, thereto.
- 3.2.7 The obligations of the parties in the event of delay in commissioning of the Solar Manufacturing Plant upto the MCOD as contained in the RfS documents shall be in addition to the obligations provided herein below: -

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3.3 Liquidated Damages against Delay from the MCOD:

In case the MCOD of the Project is delayed upto 12 (Twelve) months beyond the scheduled MCOD, the PPA tariff discovered after reverse auction for setting up of Solar PV Power Plant shall be reduced at the rate of INR 0.0005/ kWh per day of delay after MCOD until 12 (Twelve) months beyond scheduled MCOD. The revised reduced tariff shall be applicable w.e.f. the scheduled commissioning date of individual PPAs. Such penalty will be levied on the complete Project capacity (2000 MW Solar PV Power Plant Capacity) wherein the delay is under consideration for respective manufacturing capacity (600 MW). Any recovery applicable for already commissioned capacity under the Project shall be done by SECI applicable from the COD on the individual Project basis along with interest equivalent to the applicable SBI 1 Year MCLR rate on per day basis.

In case, the MCOD of the Project is delayed beyond 48 months from the date of issuance of LoA, the PBG submitted for the Manufacturing plant will be forfeited (amounting INR 66 Crore cumulatively). Further, a duly constituted committee by SECI shall assess the status of the manufacturing facility and submit its report/ recommendations for further course of action. The committee may consider the following course of actions including but not limited to:

- (i) Forfeiture of the PBG (amounting INR 400 Crore) submitted against setting up of Solar PV Power Plant
- (ii) Further reduction in tariff or termination of whole PPA of Project under consideration. In case it is decided by the committee for the termination of PPA, then this termination clause will supersede any other clause in the tender documents & its amendments thereof, which may survive the PPA.

In addition to the MCOD, the manufacturing plant developed shall achieve the specified efficiency levels & annual production targets for initial 02 years from the MCOD. The Performance Bank Guarantee amounting INR 6 Crore submitted against manufacturing shall also be linked towards faithful performance of this contractual obligations as mentioned under clause no. 3.2.5 above. In case of any default or failure in achieving so, the constituted committee may examine & recommend the further course of action including forfeiture of the Performance Bank Guarantees amounting INR 6 Crore linked to the manufacturing facility.

The decision of the committee constituted by SECI shall be final and binding on the parties.

Article 4. Performance Bank Guarantee (PBG)

The SPD shall submit 02 (Two) separate Performance Bank Guarantees (per 600MW of Solar Manufacturing Plant) for (i) INR 60 Crore (Indian Rupees Sixty Crores) and (ii) INR 6 Crore (Indian Rupees Six Crores). Both the PBGs shall be submitted within 90 days of issuance of Letter of Award (LoA) or before signing of PPA for Solar PV Power Plant, whichever is earlier.

The SPD shall submit the Performance Bank Guarantees according to the Format 7.3 B. The validities of both the PBGs amounting INR 60 Crore and INR 6 Crore have to be until 51 (Fifty One) months from the Effective Date of the Package-I PPAs.

The PBG amounting INR 60 Crore submitted against Solar Manufacturing Plant shall be released within 03 (Three) Months upon MCOD (i.e. commencement of commercial operation as per the prescribed qualitative criteria as mentioned under Clause no. 3.2.6 above) of the entire obligated Solar Manufacturing Plant. The PBG amounting INR 6 Crore submitted

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against Solar Manufacturing Plant shall be released within 03 (Three) Months upon successful demonstration of production obligation as defined under Clause no. 3.2.5 above.

Incase the MCOB of the entire obligated manufacturing capacity is achieved on or before the scheduled MCOB (i.e. 36 months from the date of execution of Package-I PPA), the PBG amounting INR 400 Crore submitted against Solar PV Power Plant shall be released on pro rata basis (in addition to the PBG amounting INR 60 Crore submitted against Solar Manufacturing Plant) within 03 (Three) Months upon Commissioning of Solar PV Projects within maximum time allowed for commissioning with tariff and PPA term reduction in line with the provisions of RfS documents including its amendments and clarifications.

Successful Bidders/ Developers shall extend the validity of PBGs as and when desired by SECI without any additional commercial implication to SECI.

All the PBGs shall be submitted by the successful bidders only and no PBG shall be accepted from the SPV/ Project Company of the successful bidders

Article 5.

The Power Purchase Agreements (PPAs) are also being executed between the Employer and the SPD/ separate SPVs set up by the SPD for “**Setting up of 10GW ISTS Connected Solar PV Power Plants**” (hereinafter referred to as the “**Power Plant Contracts**”).

Notwithstanding the execution of facilities under two/ multiple separate contracts in the aforesaid manner, the SPD shall be overall responsible to ensure the execution of both the facilities to achieve successful completion as per the requirements stipulated in the Contract. It is expressly understood and agreed by the SPD that any default or breach of the obligations under any of the Bidding Documents, the present contract and/ or the Power Plant Contracts shall automatically be deemed as a default or breach of the obligations of the SPD under the present Contract and the Bidding Documents and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the Power Plant Contracts either in full or in part, and/or recover damages under that Contract, shall give the Employer an absolute right to terminate this Contract at the SPD's risk, cost and responsibility, either in full or in part and/ or recover damages as well. However, such breach or default or occurrence in the Power Plant Contracts shall not automatically relieve the SPD of any of its responsibility/ obligations under this Contract or the Bidding Documents. It is also expressly understood and agreed by the SPD that all the SPVs set up by the SPD shall give satisfactory performance in accordance with the provisions of the Contract. Further, the SPD expressly understands and agrees that in case of any delay/ default on behalf of any of the SPVs under the Present Contract and/ or the Power Plant Contracts, the relevant provisions of the RfS/ relevant articles of the PPA pertaining to PBGs, shall apply to the PBGs submitted by the SPD.

IN WITNESS WHEREOF the Employer, the SPD and the SPV have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the SPD

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Signature

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Signature

Selection of Solar Power Developers for Setting up of 10GW ISTS Connected Solar PV
Power Plant linked with 3GW (Per Annum) Solar Manufacturing Plant under Global
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Title

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Signature

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Title

Signed by for and
on behalf of the SPV

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Page No. 63, Section-V, Bid Evaluation and Selection of Projects (Sr. No. 16 of Amendment-IV)

3 REVERSE AUCTION (STEP 3)

3.1 The reverse auction for the cumulative Project capacity (5GW of Solar Manufacturing and 10GW of Solar PV Power Plants) shall be conducted through www.tcil-india-electronictender.com portal on the day as intimated by SECI to the eligible Bidders.

3.2 The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

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

S_E = (Eligible capacity for award)	<p>(i) In case $400\text{MW} \leq S_T \leq 10000 \text{ MW}$, $S_E = S_T - 2000 \text{ MW}$</p> <p>(ii) In case $S_T > 10000 \text{ MW}$, $S_E = 10000 \text{ MW}$</p>
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3.3 All the techno-commercially qualified Bidders, whose financial bids are found complying with the provisions of Clause 2.b and other provisions of the RfS including subsequent amendments, shall be shortlisted for participating in the e-RA.

3.4 At least one week prior to e-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 e-Reverse Auction (e-RA). Further at least two hours before the schedule start time of e-RA, final intimation for participation in the e-RA will be sent to all those Bidders only who meet the criteria as per Clause 3.3 above.

3.5 Shortlisted Bidders for e-RA will be able to login into the TCIL website of reverse auction 15 minutes before the start time of reverse auction.

3.5.1 During the 15 minutes prior to start of reverse auction process, the respective tariff of the Bidder shall be displayed on its window.

3.5.2 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.

3.5.3 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.

3.5.4 During reverse auction, the Bidder shall not have the option of changing the total Project capacity while quoting tariff.

3.5.5 In the Bidder's bidding window, the following information can be viewed by the Bidder:

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- 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
- 3.5.6 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 if any Bidder becomes eligible to the win a project capacity from the total capacity being auctioned, in last eight minutes of auction period or extended auction period. If no such valid bid is received during last 08 (Eight) minutes of auction period or extended auction period, then the reverse auction process will get closed.