



Solar Energy Corporation of India Ltd.

भारतीय सौर ऊर्जा निगम

(A Government of India Enterprise)

**REQUEST FOR PROPOSAL (RfP) DOCUMENT
FOR SETTING UP OF 100 MW ISTS-
CONNECTED WIND POWER PROJECTS
BY CPSEs.**

**(Under Scheme for Setting up of 1000 MW
ISTS-Connected Wind Power Projects (Tranche-II))**

RfP No. SECI/C&P/WPD/1000MW/T2/RfP/102017

Dated:17.10.2017

ISSUED BY

**Solar Energy Corporation of India Ltd
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*To be uploaded shortly on the website www.tcil-india-electronictender.com

DISCLAIMER:

1. Though adequate care has been taken while preparing the RfP document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **twenty (10) days from the date of notification of RfP/ Issue of the RfP documents**, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this RfP document including the draft PPA.
3. While this RfP has been prepared in good faith, 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 RfP, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 17.10.2017

Bid Information Sheet

Document Description	RfP document for Setting up of 100 MW ISTS-Connected Wind Power Projects by CPSEs.
RfP No.& Date	SECI/C&P/WPD/1000MW/T2/RfP/102017 Dt: 17.10.2017
Broad Scope	Setting up of Wind Power Projects in India by CPSEs on “Build Own Operate” basis and selling the Wind Power to the SECI
Date of commencement of downloading of RfP document	17.10.2017
Last date & Time for a) Online Submission of Response to RfP and b) Submission of all documents as per Clause 3.25 A physically at SECI office, New Delhi	As per the NIT on TCIL Portal
Online Bid Opening (Techno-Commercial)	As per the NIT on TCIL Portal
Financial Bid Opening	To be notified later
Cost of RfP Document (non-refundable)	Rs. 29500/- (inclusive of GST) (to be submitted in the form of DD/Pay Order, along with the response to RfP in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi)
Processing Fee (non-refundable)	Rs. 1 Lakh + 18%GST for each Project, to be submitted in the form of DD/Pay Order along with the response to RfP in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi.
EMD	Earnest Money @ Rs. 10 Lakh / MW / Project is to be submitted in the form of Bank Guarantee along with the Response to RfP.
Name, Designation, Address and other details (For Submission of Response to RfP)	GM (C&P) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989256 Email – contracts@seci.co.in

<p>Details of persons to be contacted in case of any assistance required</p>	<ol style="list-style-type: none"> 1) Mr. Sanjay Sharma GM (C&P) Ph: 011-71989256 2) Mr. Pratik Prasun Deputy Manager (C&P) Ph: 011-71989236 3) Mr. Biblesh Meena Sr. Engineer (C&P) Ph: 011-71989284
<p><u>Important Note:</u> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfP document through the websites www.tcilindia-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on www.seci.co.in and the details will only be available from www.tcil-india-electronictender.com</p>	

Section 1

INTRODUCTION, BACKGROUND & SCHEME DETAILS

Section 1

Introduction, Background & Scheme Details

1.1. INTRODUCTION

- 1.1.1. Solar Energy Corporation of India Ltd (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country. Further, Government of India conveyed its approval for conversion of existing Section 8 Company of the Companies Act, 2013 (erstwhile Section 25 of the Companies Act, 1956) into Section 3 company during the Financial Year 2014-15 so as to enable it to become a self-sustaining and self-generating organization in due course of time; to work as a commercial organization; and to work for development of all segments of Renewable Energy.
- 1.1.2. SECI was designated as the nodal agency for implementation of MNRE scheme for setting up of 1000 MW ISTS connected Wind Power Projects vide F. No. 53/14/2016-WE dated 22.10.2016. The first wind bid auction under the aforesaid “scheme for setting up of 1000 MW ISTS-connected Wind Power Projects” was successfully concluded by SECI with record low price of Rs. 3.46 per unit of wind power. The prices discovered in this first wind auction are less than the average pooled power cost of many states. LOAs for the capacity of 1049.90 MW have been already issued to the successful bidders. The Projects have a Schedule of Commissioning within 18 Months from the Date of issue of LOAs.
- 1.1.3. MNRE has recently issued another Guidelines for the scheme for setting up of 1000 MW ISTS connected Wind Power Projects vide F. No. 53/14/2016-WE dated 04.05.2017 under this scheme. As per the provisions of the scheme, “Additional 100 MW capacity can be allotted to Central Public Sector Enterprises (CPSEs) willing to undertake development of ISTS connected wind power projects on build, own and operate basis as per provisions of the Scheme without participation in the bidding process; however, such allocations will be at the lowest bid tariff discovered through reverse auction under the scheme”. Further, “Minimum capacity that can be allotted to a CPSE will be 50 MW and the allocation of the capacity will be on the basis of first come first serve basis”. This Request for Proposal document (hereinafter called RfP) has been prepared in line with the aforesaid guidelines issued by MNRE.
- 1.1.4. Under the above scheme, SECI had floated the Request for Selection (RfS) document for setting up of 1000 MW ISTS-connected Wind Power Projects vide RfS No. SECI/C&P/WPD/1000MW/T2/RfS/052017, dated 31.05.2017. e-Reverse Auction for the same was conducted on 04.10.2017 and the results of the same are available on SECI’s website, www.seci.co.in.

- 1.1.4. As part of the above scheme, SECI hereby invites proposals exclusively from CPSEs for setting up of ISTS-connected Wind Power Projects in India, on “Build Own Operate” basis for an aggregate capacity of 100 MW. SECI has been designated as Trader for purchase and sale of wind power from such projects and shall enter Power Purchase Agreement (PPA) with the bidders selected based on this RfP and Power Sale Agreement with the interested Buying Entities.

1.2. BACKGROUND

- 1.2.1. The wind power deployment in the country started in early 90s and with the conducive policy environment provided at Central and State level, this segment has achieved highest growth amongst the other renewable energy technologies. The present wind power installed capacity in the country is nearly 31 GW sharing around 9% of total installed capacity. Globally India is at 4th position in terms of wind power installed capacity after China, USA and Germany.
- 1.2.2. The Government of India has set an ambitious target of achieving 175 GW power capacity from renewable energy resources by 2022 and out of this 60 GW to come from wind power. The wind power potential in the country is assessed by the National Institute of Wind Energy (NIWE) at 100 meter above ground level, which is estimated to be over 302 GW.
- 1.2.3. The Ministry of New and Renewable Energy has formulated Scheme for Setting up of 1000 MW ISTS-connected Wind Power Projects to provide a framework for interstate sale of wind power at a price determined through transparent competitive bidding process. This will not only facilitate the any States/UTs to fulfil their non-solar RPO obligations but also boost investment in the sector thus achieving the goal of reaching 60 GW of wind power capacity by 2022.

1.3. DETAILS OF THE SCHEME FOR 1000 MW ISTS-CONNECTED WIND POWER PROJECTS

- 1.3.1. Wind Power Developers (hereafter referred to as WPDs) selected by SECI based on this RfP, shall set up Wind Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfP document, standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from www.tcil-india-electronictender.com. Additional 100 MW capacity can be allotted to Central Public Sector Enterprises (CPSEs) willing to undertake development of ISTS-connected wind power projects on “Build Own Operate” basis as per provisions of the scheme without participation in the bidding process; however, such allocation will be done at the lowest bid tariff discovered through reverse auction under this scheme.
- 1.3.2. SECI has been designated as the nodal Agency for purchase and sale of power from such wind power projects. SECI shall enter into PPA with successful WPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to each Project developer shall be fixed for 25 years, as per the lowest tariff discovered through the e-Reverse Auction conducted on 04.10.2017. The Bidders will be free to

avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, etc. available for such Projects as per prevailing conditions. 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.

- 1.3.3. Eligible bid capacity for bidding will be minimum 50 MW and maximum 100 MW by a bidder.
- 1.3.4. Minimum Capacity that can be allotted to a CPSE will be 50 MW and the allocation of the capacity will be done on **first-come-first-serve basis**.
- 1.3.8. No separate Central Financial assistance is envisaged for implementation of the scheme.

1.4. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS

- 1.4.1. The Projects to be selected for aggregate capacity of 100 MW, provide for deployment of Wind Power Technology. However, the selection of projects would be technology agnostic.
- 1.4.2. Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.

1.5. MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME

- 1.5.1. This RfP document has been prepared based on the guidelines issued by MNRE under the Title “Guidelines for transparent bidding process for Implementation of Scheme for Setting up of 1000 MW ISTS-connected Wind Power Projects” dated 04/05/2017. These guidelines and their elaborations/ clarifications form the basis for selection of wind projects under the above scheme. In case of any difference in interpretation between this RfP document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/WPD and SECI.
- 1.5.2. The scope of these Guidelines is to provide the necessary framework and mechanism for transparent bidding process for implementation of Scheme for setting up of 1000 MW ISTS-connected Wind Power Projects (WPPs). SECI has been designated as the nodal agency for implementation of this Scheme. SECI shall develop a suitable mechanism for continuous online monitoring the performance of the projects through data transfer.

Section 2

DEFINITIONS

Section 2

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

Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"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 by one Company of at least 26% (twenty-six percent) of the voting rights of the other Company;

"Bidder" shall mean Bidding Company or a Limited Liability Partnership (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company /LLP/ Bidding Consortium/Consortium Member of a Bidding Consortium (including Lead Member) including its successors, executors and permitted assigns jointly and severally, as the context may require;

"Buying Entity" means the any entity that requires wind power to fulfil its non-solar RPO under respective RPO regulation and intend to buy at least 10 MW of wind power under the Scheme.

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$;

"Chartered Accountant": For bidders incorporated in India, "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;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Commercial Operation Date (COD)" shall mean the date as defined in Clause 3.18;

"Contracted capacity" shall mean the A.C capacity in MW contracted with SECI for supply by the WPD to SECI at the Delivery Point from the Wind Power Project;

“Contract Year” shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

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

“Control” shall mean ownership by one company of at least 26% of the voting right of the other company or holding not less than 26% of paid up share capital.

“Controlling shareholding” shall mean not less than 26% of the voting rights and paid up share capital in the Company/Consortium;

“CPSEs” means Central Public Sector Enterprises.

““CTU” or “Central Transmission Utility” means the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003;

“Day” shall mean calendar day;

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Project 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;

“Group Company” of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) a company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such

company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, nonbanking financial company, and any mutual fund 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;

“Inter-connection/Injection/Delivery/Metering point” means the point at 220 kV or above where the power from the wind power project(s) will be injected into the ISTS. Metering shall be done at this interconnection point where the power will be injected into the ISTS i.e. the Delivery point. For interconnection with grid and metering, the developers shall abide by the relevant CERC Regulations, Grid Code, and Central Electricity Authority Regulations as amended from time to time;

“Interested Parties” shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

“InSTS” means Intra-State Transmission System.

“ISTS” means Inter-State Transmission System.

“Joint Control” shall mean a situation where control is equally distributed among the Interested Parties;

““Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till one year from the Commercial Operation Date (CoD) of the Project;

“Letter of Award” or “LOA” shall mean the letter issued by Solar Energy Corporation of India Ltd (SECI) to the selected Bidder for award of the Project;

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

“Month” shall mean calendar month;

“Net-Worth” means the Net-Worth as defined section 2 of the company Act, 2013;

“Non-Windy States/UTs” means states other than Windy-States and UTs.

“Paid-up share capital” means the paid-up share capital as defined in Section 2 of the Company Act, 2013.

“Parent” means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

“Pooling Substation/Pooling Point” means a point where more than one wind power 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 developer(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual projects for the purpose of billing.

“PGCIL” means Power Grid Corporation of India Limited.

“PPA” shall mean the Power Purchase Agreement signed between the successful bidder and SECI according to the terms and conditions of the standard PPA enclosed with this RfP;

“Project” is defined by separate points of injection into the grid at interconnection/metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have a separate control systems and metering;

“Project Capacity” means the maximum AC capacity at the point of injection on which the Power Purchase Agreement shall be signed.

“Project Commissioning”: the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the Guidelines/PPA.

“Project Developer” or “Developer” or “Wind Project Developer (WPD)” means 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;

“RfS document” shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/C&P/WPD/1000MW/T2/RfS/052017 dated 31.05.2017;

“RfP document” shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfP no. SECI/C&P/WPD/1000MW/T2/RfP/102017 dated 05.10.2017;

“SECI” shall mean Solar Energy Corporation of India Limited;

“Scheme” mean the MNRE Scheme for Setting up of 1000 MW ISTS-connected Wind Power Projects dated 04.05.2017;

“STU or State Transmission Utility” 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;

“TOE” shall mean Tender Opening Event;

“Trader” shall mean M/s Solar Energy Corporation of India Limited, the company designated by MNRE for purchase and sale of wind power generated from the projects selected under this RfP;

“Trading Margin” means the trading margin as mutually agreed between Buying Entities and the SECI or as decided by CERC for long-term power purchase, whichever is less;

“Ultimate Parent” shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

“Week” shall mean calendar week;

“Wind Power Project” means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Obtaining RfP Document, Cost of documents & Processing Fees

3.1.1. The RfP document can be downloaded from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-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 RfP & other documents after logging into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure – D). The bidder shall only be eligible to submit/ upload the bid document only after logging into the TCIL portal and downloading the official copy of RfP.

3.1.2. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfP 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 Bid entire amount of processing fee and cost of RfP documents. The bids submitted without cost of the RfP document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bank Guarantee against EMD, may be liable for rejection by SECI.

3.2 Total Capacity Offered, Project Scope and Technology selection

Selection of Grid-connected Wind Power Projects for total capacity of 100 MW will be carried out on **first-come-first-serve basis**, based on the lowest tariff of sale of electricity (INR/kWh) to SECI, as discovered through the e-RA held on 04.10.2017.

Capacity of each Project:

Wind Power Projects are required to be designed for inter-connection with transmission network of CTU at voltage level of 220 kV or above. The minimum project capacity shall be 50 MW and the maximum capacity of the project shall be 100 MW. The project capacity shall remain in between 50 MW and 100 MW only. The WPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure to be notified by SECI.

Project Scope and Technology Selection:

Under this scheme, the WPD shall set up Wind Power Project(s) including the transmission network up to the Delivery Point in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfP document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the WPD. The Projects to be selected under this scheme provide for deployment of wind power technology. However, the selection of Projects would

be technology agnostic. Cost of bay construction at CTU substation shall be borne by the WPD.

3.3 Not Used

3.4 Maximum Eligibility for Project capacity allocation for a Bidder

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

- 3.4.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application for a maximum total capacity of 100 MW with each wind power project size being in between 50 MW and 100 MW.
- 3.4.2 The total capacity of wind power projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 100 MW.
- 3.4.3 Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- 3.4.4 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in section 4.
- 3.4.5 In case the bidder wishes to set up more than one project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.

3.5 Qualification Requirements

- 3.5.1 Bidder as defined in Section 2 is eligible to participate under this RfP. For avoidance of any doubt, it is hereby clarified that only Central Public Sector Enterprises (CPSEs) are eligible for participating in this tender. Consortiums and foreign bidders are not allowed under this RfP.
- 3.5.2 No change in the shareholding of the Bidding Company developing the Project shall be permitted from the date of submission of response to RfP 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. After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 26% of the voting rights and paid-up share capital) in the Company developing the project shall be maintained for a period of (10) ten years from the effective date of the PPA. Thereafter, any change can be undertaken under intimation to 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.
- 3.5.3 The Bidder should meet the following eligibility criteria for participation in the bid:
 - i. A Central Public Sector Enterprise (CPSE), i.e. Companies having more than 50% of direct holding by the Central Government and included in the list of CPSEs as brought

out by the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises. The bidder shall submit the shareholding certificate of the Company, duly certified by a practicing Chartered Accountant, in this regard.

- ii. Financial Eligibility Criteria: The Net Worth of the Bidder should be equal to or greater than the value calculated at the rate of Rs. 1.5 Crore per MW of the quoted capacity, as on the last date of FY 2016-17. Net Worth shall be calculated as defined in Section 2 of the Company Act, 2013.

3.5.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfP.

3.5.5 The Bidder would be required to submit annual audited accounts for the last financial year, i.e. 2016-17 along with a net worth certificate from a Chartered Accountant to demonstrate fulfillment of the criteria.

3.5.6 Not used.

3.5.7 The Bidder may seek qualification on the basis of financial and/or technical capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the qualification requirements.

3.5.8 Not used.

3.5.9 It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely and successful commissioning of the Projects. In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM), as updated until the scheduled deadline for financial closure of the projects will be allowed for deployment under the Scheme. The RLMM list as on date is placed as annexure-A.

3.5.10. A Bidder which has been selected as successful Bidder based on this RfP can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful Bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.

3.6 Not Used

3.7. Connectivity with the Grid

3.7.1 The project should be designed for interconnection with the ISTS in accordance with prevailing CERC regulations in this regard.

- 3.7.2 The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be the WPD. Such availability of transmission system being dynamic in nature, the bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the WPD at his own cost. In case a WPD is required to use InSTS to bring wind power at ISTS point, he may do so per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the WPD.
- 3.7.3 The arrangement of connectivity can be made by the WPD through a dedicated transmission line which the WPD may construct himself or get constructed by PGCIL/State Transmission Company or any other agency on deposit work basis. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to the interconnection point will be borne by the WPD.
- 3.7.4 The WPD shall not be entitled to deemed generation in case of any delay in grant of connectivity or non-availability of LTA to the project.
- 3.7.5 The WPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.
- 3.7.6 The Buying Entity 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.

3.8. Not Used

3.9. Power Generation by Wind Power Developer

A. Criteria for generation

The WPDs will declare the annual CUF of their Projects at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared annual CUF shall in no case be less than 20% yearly. WPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

B. Shortfall in minimum generation

During PPA, if for any year, it is found that the WPD has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the WPD, such shortfall in

performance shall make the Developer liable to pay the compensation provided in the PSA as payable to Buying Entities and shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. This will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the Developer. The amount of compensation shall be equal to the compensation payable by the Buying Entities towards non - meeting of RPOs, if such compensation is ordered by the respective SERC. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD.

C. Excess generation

The WPD would be free to install wind turbine generator of total rated capacity not more than 105% of project capacity allotted to them. The additional 5% will take care for auxiliary consumption and losses up to interconnection point. Further, the WPD will be allowed to repower the Project at a later stage, if required. However, in no case the WPD will be allowed to inject power more than capacity allotted. The WPD will not be allowed to sell excess energy beyond the upper limit as per Clause 3.9.A., to any entity other than SECI, unless refused by SECI. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.

3.10. Clearances required from the State Government and other local bodies

The Wind Power Developers are required to obtain necessary clearances and permits as required for setting up the Wind Power Projects.

3.11. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

The Bidder shall provide the following Bank Guarantees to SECI in a phased manner as follows:

- i) **Earnest Money Deposit (EMD) of Rs.10 Lakh / MW per Project** in the form of Bank Guarantee according to Format 6.3 A 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 in the name of the Bidder.

The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to SECI. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India.

- ii) **Performance Bank Guarantee (PBG):** Bidders selected by SECI based on this RfP shall submit Performance Bank Guarantee for a value of @ Rs 20 Lakh/ MW/Project within 30 days of issuance of Letter of award 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 6.3B, issued in the name of SECI, for a value @ Rs 20 Lakh/MW/Project with a validity period of 24 months from the date of issue of LOA.

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 30 days of issuance of LOA shall be treated as follows:

- a) Delay upto 2 months from due date of submission of PBG: Delay charges @1% per month of the PBG amount levied on per day basis shall be paid by the WPD to SECI in addition to the PBG amount.
 - b) Delay beyond 2 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.
- iii) All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.
 - iv) The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Schedule-2 of draft PPA to SECI. Performance Bank Guarantees (PBGs) issued by foreign branch of a bank from bank list given in Schedule-2 of draft PPA is to be endorsed by the Indian branch of the same bank or State Bank of India.
 - v) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid.
 - vi) The WPDs are required to sign PPA with SECI within 06 months after the date of issue of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the WPD. In case, SECI offers to execute the PPA with the WPD and if the WPD does not submit the requisite documents as per Clause 3.14 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Performance Bank Guarantee submitted to SECI shall be encashed by SECI and the selected Project(s) shall stand cancelled.
 - vii) 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.
 - viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/WPDs.
 - ix) 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.
 - x) After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders/project capacities within 15 days of selection of the successful bidders. The PBGs of the WPDs shall be returned to the WPDs immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.17.
 - xi) The selected Bidders are required to sign PPA with SECI in line with the timelines as mentioned in Clause 3.14. In case, the selected Bidder refuses to execute the PPA

within the stipulated time period, the Bank Guarantee equivalent to EMD (or the Performance Bank Guarantee, as applicable) shall be encashed by SECI as liquidated damages not amounting to penalty and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

3.12. Success Charges

Successful Bidders shall have to pay Rs.1.24 lakh/MW/project (@ 0.2% of normative capital cost of CERC i.e. Rs. 619.80 lakh per MW) + applicable GST @ 18% to SECI towards administrative overheads, liaising with State Authorities, Discom/ STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the selected Bidder in the form of DD/Pay Order within 21 days of issuance of LoA. In case the Bidder fails to deposit the said amount to SECI as mentioned above within stipulated time, then the BG towards EMD shall be encashed by SECI and PPA shall only be signed after deposit of the Success Charges to SECI.

3.13 Forfeiture of EMD

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

- i) If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii) If after date of issue of LOA, it is found that the documents furnished by the Bidder during RfP are misleading or misrepresented in any way and that relevant facts have been suppressed; and
- iii) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.11
- iv) Non submission of Success Charges as per Clause 3.12.

3.14 Power Purchase Agreement

3.14.1 A copy of Standard Power Purchase Agreement to be executed between the SECI and the Wind Project Developer shall be provided along with this RfP. The PPA shall be signed within 06 month from the date of issue of Letter of Award (LoA) (*for e.g. If the LOA is dated 07-11-2017, then the last date of signing of PPA shall be 07-05-2018*). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the WPD. PPA will be executed between SECI and the WPD for each Project. The PPAs shall be valid for a period of 25 years from the date of COD as per provisions of PPA.

3.14.2 The Performance Bank Guarantee shall be submitted by the WPD prior to signing of PPA. Before signing of PPA between SECI and the WPDs, SECI will verify the documents furnished by the Bidders at the time of submission of response to RfP 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 RfP Qualification Requirement and

financial requirements mentioned at Clause 3.5 and 3.6 respectively. SECI at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfP till date along with a copy of the documents submitted with ROC which became due during this period, along with all the relevant documents filed with MCA for allotment of shares are required to be submitted at the time of signing of PPA. If at this stage it is found that the documents furnished by the WPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfP will be applicable.

3.14.3 Successful Bidders will have to submit the required documents to SECI preferably within 30 days of date of issue of Letter of Award (LOA). 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.

3.14.4 SECI will be obliged to buy the entire power as per generation schedule, to be provided by the WPDs subject to limitations as per Clause 3.9.C, required under grid regulations. However, the WPDs are required to achieve a minimum and maximum CUF as stipulated in clause 3.9.A.

3.14.5 SECI will execute a Power Sale Agreement (PSA) valid for 25 years with the Buying Entities for sale of wind power. Further, these Buying Entities will have to maintain LC and Escrow Arrangement as defined in the PSA.

3.14.6 The WPDs 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.

3.14.7 The WPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the WPD, SECI and the Buying Entities.

3.15. Not Used.

3.16. Financial Closure or Project Financing Arrangements

The Project Developer shall report tie-up of Financing Arrangements for the Projects within 9 months from the date of issue of LoA, in the form of loan sanction letter for debt component and Board Resolution for equity contribution. *For e.g. If the LOA is dated 07-11-2017, then the last date of achieving Financial Closure shall be 07-08-2018.* At this stage, the WPD shall furnish within the aforesaid period the necessary documents to establish that the required land for Project development is in clear possession of the WPD. The WPD shall be required to submit the transmission connectivity agreement with the ISTS and also with InSTS, if applicable.

In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of Force Majeure.

An extension can however be considered, on the sole request of WPD on payment of Rs. 10,000/- per day per MW. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the WPDs who are not meeting the requirements of Financial Closure as per the RfP deadlines. The notice shall provide a period of 7 business days to the respective WPDs to either furnish the necessary documents or the above mentioned payment of Rs. 10,000/MW/day. In case of non-submission of either the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days, SECI shall encash the PBG of the corresponding WPDs and terminate the PPA for the corresponding Project. The amount of Rs. 10,000/MW/day shall be paid by the WPDs 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 WPD. In case of the WPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the WPD 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 @ SBI one year MCLR rate (presently 8%)/annum on pro-rata basis.

In addition to the above, the compliance of Financial Closure shall entail fulfilment of the following conditions:

- i. The requisite technical criteria should have been fulfilled (including grant of connectivity from the CTU) and orders placed/agreements entered into, for supply of equipment for the project, in line with the requirements as per Clause 3.5.9.
- ii. Submission of the details of all planned/proposed wind turbine generators (manufacturer, model number, datasheet, as mentioned at Annexure-A), along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date.
- iii. Required land for project development is under possession of the WPD. In this regard the WPD shall be required to furnish the documentary evidences to establish the possession of the required land/lease agreement in the name of the WPD: -
 - Sworn affidavit from the Authorized signatory of the WPD listing the details of the land and certifying that total land required for the Project is under clear possession of the WPD. Change of land and Delivery Point for the projects is allowed prior to the deadline of Financial Closure, with prior intimation to SECI. In such case the Bidding Company / Project Company has to furnish the revised CTU connectivity letter for the new location.

In case of leasing of private land, the minimum lease period shall be 30 years in the name of the WPD. In case of leasing of Government land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In both cases, the lease agreements should have the provisions to be extended, if required.

3.17. Commissioning

The Commissioning of the Projects shall be carried out by the WPDs in line with the Procedure elaborated in the PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). SECI may authorize any individual, 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.

A. Part Commissioning

Part commissioning of the Project shall be carried out in two parts as mentioned below:

- i) The minimum capacity for acceptance of part commissioning shall be 50 MW or 50% of the allocated Project Capacity, whichever is higher and
- ii) balance capacity thereafter in batches of capacity not less than 50 MW or in one go.

The PPA will remain in force for a period of 25 years from the date of acceptance of the first part commissioning of the Project.

Note: In case the Project is split into multiple projects as specified in clause 3.4, the above conditions will be applicable for each split project capacity. The PPA will remain in force for a period of 25 years from the date of as per the provisions of PPA.

B. Commissioning Schedule and Liquidated Damages not amounting to Penalty for delay in Commissioning

The Project shall be fully commissioned within 18 months from date of issuance of Letter of Award (for e.g. if LoA issuance date is 07.11.2017, then scheduled Commissioning date shall be 07.05.2019). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, SECI shall encash the Performance Bank Guarantee (PBG) in the following manner:

- a. Delay up to Six months – the total PBG on per day basis and proportionate to the balance Capacity not commissioned.
- b. Delay of more than six months – In case the commissioning of the project is delayed over Six (6) months, the tariff of the Project shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 27 months from the date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 27 months from the date of issue of LoA, the PPA capacity shall stand reduced / amended to the Project Capacity commissioned, provided that the commissioned capacity is not below 50 MW or 50% of the allocated Project Capacity, whichever is higher, and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. If the WPD fails to commission Project capacity of 50 MW or 50%

of the allocated Project Capacity, whichever is higher, within a period of 27 months from the date of issue of LoA, apart from imposition of liquidated damages not amounting to penalties as listed above, he shall be blacklisted and will not be allowed to participate in any other scheme of MNRE/SECI for a period to be decided by them.

The funds generated from the encashment of the Bank Guarantees shall be deposited in a separate fund under the guidance of MNRE. In case of delays of project commissioning due to the reasons beyond the control of the WPD, SECI after having satisfied with documentary evidences produced by the WPD for the purpose, can extend the time for commissioning date by up to 3 months, without any financial implications to the WPD. For any extension beyond the period of 3 months, SECI will approach MNRE, who will be authorized to decide on further extension with the approval of Minister-in-charge, MNRE.

3.18. Commercial Operation Date (COD):

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the project as declared by the SNA/Commissioning Committee. COD will be declared only when the project developer has commissioned at least 50 MW capacity or 50% of the allotted project capacity whichever is higher. PPA tenure will be counted from the COD irrespective of the date of commissioning of the balance capacity.

The following two milestone dates for commissioning may therefore be observed and may fall on separate dates:

- i) **Inter connection with Grid:** This may be provided by the PGCIL/State Transmission Company on the request of the WPD, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- ii) **The Commissioning of 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 infirm power 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 as per regulations. SECI may agree to buy this power as a trader if they find it viable outside the Scheme.

3.19. Not Used.

3.20 Minimum Paid up Share Capital to be held by Project Promoter

- i) The Bidder shall provide complete information in their bid in reference to RfP about the Promoters and upon issuance of LOA, the WPDs shall indicate their shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.
- ii) No change in the shareholding of the Bidding Company developing the Project shall be permitted from the date of submission of response to RfP 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.

- iii) After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 26% of the voting rights and paid-up share capital) in the Company developing the project shall be maintained for a period of (10) ten years from the effective date of the PPA. Thereafter, any change can be undertaken under intimation to SECI. Transfer of controlling the shareholding with in 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.
- iv) 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 Rs.10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose

3.21. Structuring of the Bid selection process

Single stage, double envelope bidding has been envisaged under this RfP. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this RfP online. The preparation of bid proposal has to be in the manner described in Clause 3.25.

3.22. Instructions to Bidders for structuring of bid proposals in Response to RfP

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfP.

Detail Instructions to be followed by the bidders for online submission of response to RfP as stated at Annexure – D.

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

1. Covering Letter as per **Format 6.1**.
2. Not used.
3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
4. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** 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 committing one hundred percent (100%) of the equity requirement for the Project;
6. Not used.

7. **Format 6.6**, along with the certificate from practicing Chartered Accountant/Statutory Auditors showing details of computation of net worth of the bidder.
8. Format for Disclosure as Per **Format 6.8**.
9. Format for Commitment to Financial Closure as per **Format 6.9**.

10. **Attachments**

- i) 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/ Wind Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development has to be submitted prior to signing of PPA.
- ii) Certificate of Incorporation of the Bidder.
- iii) A certificate of shareholding of the Bidder, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission.
- iv) Documents containing information about the Promoters and their shareholding in the Bidder (as on a date within one week prior to the last date of bid submission) to SECI indicating the controlling shareholding at the stage of submission of response to RfP to SECI as per Clause 3.20. 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 RfP conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- v) Certified copies of annual audited accounts for the last financial year, i.e. FY 2016-17 shall be required to be submitted.
- vi) Necessary documents pertaining to meeting the Qualification Requirements as per Clause 3.5.
- vii) Bidder shall be additionally required to furnish the break-up of the Estimated Project Cost as per Format 6.11 A (separately for each project) as part of the response to RfP.

3.23 Important notes and instructions to Bidders

- a. 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.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfP. The documents submitted online will be verified before signing of PPA in terms of Clause 3.14.
- c. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever, SECI reserves the right to reject such response to RfP 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 RfP.
- d. If the event specified at 3.23 (c) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. 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 3.11 (x).
- f. All documents of the response to RfP (including RfP, PPA and all other documents uploaded on TCIL portal as part of this RfP) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
- g. The response to RfP shall be submitted as mentioned in Clause 3.22. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- h. 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.
- i. All the information should be submitted in English language only.
- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k. Responses to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by SECI.
- l. Response to RfP not submitted in the specified formats will be liable for rejection by SECI.
- m. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

- n. Non submission and/or submission of incomplete data/ information required under the provisions of RfP 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.
- o. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfP.

3.24 Non-responsive Bid

The electronic response to RfP 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 RfP shall be checked for compliance with the submission requirements set forth in this RfP.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- a. Non-submission of the requisite cost of RfP and/or processing fee as mentioned in the Bid Information Sheet.
- b. Non-submission or partial submission of EMD in acceptable form along with RfP document.
- c. Response to RfP 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;
- e. Non submission of the original documents mentioned at Clause 3.25 A by due date and time of bid submission;
- f. Any indication of the tariff quoted, in any part of response to the RfP, 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. Not used.
- i. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RfP, then all these bids submitted shall be treated as non-responsive and rejected.

3.25 Method of Submission of Response to RfP by the bidder

A. Documents to be submitted Offline (in Original)

The bidder has to submit the documents in original as part of Response to RfP 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 Covering Envelope, Pass Phrase Envelope -1 & 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 RfP Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter & Board Resolution” must contain the following:
- DD/Pay order towards Cost of RfP 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 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
 - Covering Letter as per Format-6.1,
 - Board Resolution as per Format 6.4
- ii) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope
- iii) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope

The bidding envelope shall contain the following sticker: (illustration)

Response to RfP for Setting Up Of 100 MW ISTS- Connected Wind Power Projects by CPSEs in India	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>No. of Projects Bid for</i>	
<i>RfP Reference No.</i>	
<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) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	GM (C&P) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989256, Email – contracts@seci.gov.in

B. Documents to be submitted Online

Detail instructions to be followed by the Bidders for online submission of response to RfP as stated as Annexure-D. 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 RfP, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfP submitted online must be digitally signed on www.tcil-india-electronictender.com which should contain the following:

1. “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 signatory as mentioned below.

- i) Formats- 6.1, 6.3 A, 6.4, 6.6, 6.8 and 6.9 as elaborated in Clause 3.22;
- ii) All attachments elaborated in Clause 3.22, under the sub-clause 10: Attachments, with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria.

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

2. “Financial Bid (Second Envelope)”

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

- i) Covering letter as per Format-6.11 of this RfP document;
- ii) Break-up of Estimated Project Cost as per Format 6.11 A of the RfP document;


Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the TCIL 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:

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) 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.
- (iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.26 Notice board for display:

The selected WPD 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 align="center">__ MW ISTS- Connected Wind Power Project(s)</p> <p align="center">Owned and operated by ----- (insert name of the WPD)</p> <p align="center">(Under for Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects (Tranche-II) by Solar Energy Corporation of India Ltd)</p> <p align="center">  </p> <p>Project Location:.....</p>
--

3.27 Registration with SECI CPM

SECI is in the process of developing web based Centralized Project Monitoring (CPM) application. After issuing of LoA, an online account will be created for each successful WPD. The successful WPD has to mandatorily log in to SECI Centralized Project Monitoring System (CPM) and upload required documents along with submitting the documents offline (as per requirement of SECI) within the stipulated time period for PPA, Financial Closure, and Commissioning etc. The failure to upload/submission of required documents within the deadline shall be followed as per the relevant/respective clauses mentioned in this RfP & PPA.

3.28 Validity of the Response to RfP

The Bidder shall submit the response to RfP which shall remain valid up to Two Hundred Forty (240) days from the last date of submission of response to RfP ("Bid Validity"). SECI reserves the right to reject any response to RfP which does not meet the aforementioned validity requirement.

3.29 Bid Preparation cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfP 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.

3.30 Clarifications/Enquires/ Amendments

- Clarifications / Doubts, if any, on RfP document may be emailed and/or through TCIL portal.
- A compiled list of such questionnaire and SECI's response will be uploaded in the website www.tcil-india-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/TCIL web site. No separate reply/intimation will be given for the above, elsewhere.
- No pre-bid meeting has been envisaged for the RfP. Bidders are requested to refer to the clarifications to the RfS document issued by SECI vide No. No. SECI/C&P/WPD/RfS/T2/Clarifications-01 dated 06.07.2017 (uploaded on the TCIL website)

iv) Enquiries/ clarifications may be sought by the Bidder from:

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
Mr. Sanjay Sharma, General Manager (C&P)	Phone (Off):011-71989256 Email: contracts@seci.gov.in
Mr. Pratik Prasun, Deputy Manager (C&P)	Phone (Off): 011-71989236, Email: pratikpr@seci.gov.in
Mr. Biblesh Meena, Sr. Engineer (C&P)	Phone (Off): 011-71989284, Email: biblesh@seci.gov.in

3.31 Right of SECI to reject a Bid

SECI reserves the right to reject any or all of the responses to RfP or cancel the RfP or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

Section 4

BID EVALUATION AND SELECTION OF PROJECTS

Section 4

Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfP. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

4.2 Techno-commercial Evaluation of Bidders

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i) The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at clause 3.25 A are received at SECI office on or before the due date and time of bid submission.
- ii) 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.
- iii) Subject to Clause 3.24, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfP. 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 7 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ TCIL 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.
- iv) The response to RfP submitted by the Bidder shall be scrutinized to establish techno-commercial eligibility as per RfP.
- v) Not used.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations shall be done based on the "Time stamp" of the Financial bid submitted by the Bidders on the TCIL website.

- i) Second Envelope (containing Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified.
- ii) The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a single tariff per kWhr, for all the Projects quoted in the bid. **It may be noted that the Bidders shall be mandatorily required**

to quote the L1 tariff as discovered after the e-Reverse Auction held on 04.10.2017, in the ElectronicForm (financial bid) on the TCIL website. Any bid quoting a tariff other than the L1 tariff as mentioned above, shall be rejected.

- iii) In this step, evaluation will be carried out based on the date and time of entry of uploading the Financial bids on the TCIL portal.
- iv) Note: On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of SECI. Thereafter SECI will take appropriate action as deemed fit.

4.3 Allocation of projects

- 4.3.1. The RfP shall be open to submission of response by the Bidders instantly after being uploaded on the TCIL website.
- 4.3.2. The objective of the Bidders is to submit their financial bids at the earliest, in order to be ranked higher.
- 4.3.3. Ranking of Bidders after Financial Bid Evaluation: Ranking of Bidders shall be done accordingly. For example:

Bidder	Time stamp of Financial bid submitted on TCIL portal	Ranking
B1	10.11.2017, at 18:01:00 hrs	<i>Rank 1</i>
B2	10.11.2017, at 18:05:00 hrs	<i>Rank 2</i>
B3	11.11.2017, at 10:00:00 hrs	<i>Rank 3</i>

- 4.3.4. Based on the above ranking, the projects shall be allocated to the respective bidders based on their quoted project capacity.
- 4.3.5. Projects shall be awarded for a minimum capacity of 50 MW. In case the Rank-1 bidder has quoted a capacity of 100 MW, the entire 100 MW capacity shall be awarded to the Rank-1 bidder. In other scenarios, if the bidder has quoted for a capacity more than 50 MW (and less than 100 MW) and is eligible for project allotment by SECI, the capacity awarded by SECI shall be limited to 50 MW, with the remaining capacity to be surrendered by the bidder. In case the bidder refuses the part capacity allocation, his offer shall be cancelled (and his corresponding EMD shall be returned), and the same capacity shall be offered to the next eligible bidder as per the shortlist. The same process shall be followed until the entire capacity of 100 MW is filled. The possible scenarios, but not limited to the same, are brought out as follows:

Scenario 1:

Rank (based on FCFS)	Bidder	Project Capacity	Awarded capacity
1	Bidder-A	50 MW	50 MW
2	Bidder-B	70 MW	50 MW
3	Bidder-C	100 MW	-----

Scenario 2:

Rank (based on FCFS)	Bidder	Project Capacity	Awarded capacity
1	Bidder-A	100 MW	100 MW
2	Bidder-B	70 MW	-----
3	Bidder-C	100 MW	-----

Scenario 3:

Rank (based on FCFS)	Bidder	Project Capacity	Awarded capacity
1	Bidder-A	70 MW	50 MW
2	Bidder-B	70 MW	50 MW
3	Bidder-C	100 MW	-----

4.4.4. In case of tie among two or more bidders (i.e. the time stamp of the quoted financial bids on the TCIL website being the same), the comparison of time entry shall be made to the highest resolution possible on the website, based on the website trails.

4.4.5. In the above case, if the tie still persists, ranking will be done based on draw of lots.

4.4.6. At the end of selection process, Letters of Award (LOAs) will be issued to all the successful Bidders.

In all cases, SECI's decision regarding selection of projects through the e-tendering process or annulment of tender process shall be final and binding on all participating bidders.

Section 5

OTHER PROVISIONS

Section 5

OTHER PROVISIONS

5.1 Role of State Nodal Agencies

The State Nodal Agency 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.

5.2 Role of State Transmission Company/CTU/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:

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

5.3 Empowered Committee of MNRE

In order to facilitate smooth implementation of the scheme, an Empowered Committee under the chairmanship of Joint Secretary, MNRE would be constituted by MNRE. If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to the Committee. Thereafter, clarifications/modifications/ rectification of anomalies, may be issued with approval of Minister in-charge.

5.4 Performance Monitoring

All wind power projects under the scheme shall comply the Grid Code and Regulations made thereunder. They must install necessary equipment to continuously measure wind resource data and other weather parameters and simultaneously measure the electricity generated from the each wind turbine. They will be required to submit this data to SECI and MNRE or any other designated agency through on-line and/or a report on regular basis every month for the entire duration of PPA. Further, they shall mandatorily also grant access to SECI and MNRE or any other designated agency to the remote monitoring portal of the power projects on a 24X7 basis.

Section 6

FORMATS FOR BID SUBMISSION

Section 6

6.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfP. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.5, 3.6, 3.7 of Section 3 and other submission requirements specified in the RfP.

- i) Format of Covering Letter (Format 6.1)
- ii) Format of Earnest Money Deposit (EMD) (Format 6.3 A)
- iv) Format of Performance Bank Guarantee (Format 6.3 B) (to be submitted prior to signing of PPA)
- v) Format of Board Resolutions (Format 6.4)
- vi) Format of Financial Requirement (Format 6.6)
- viii) Letter from CTU/STU/any other Transmission Utility (Format 6.7) – Not Applicable
- ix) Format of Disclosure (Format 6.8)
- x) Format of Commitment to Financial Closure (Format 6.9)
- xi) Format of Proposed Technology Tie-up (Format 6.10)- Not Applicable
- xii) Format of submission of financial bid (Formats 6.11)
- xiii) Break-up of Estimated Project Cost (Format 6.11 A)
- xiv) Technical Requirements for Grid Connected Wind Power 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 (Annexure-D)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-6.1

Covering Letter

(The covering letter should be on the Letter Head of the Bidder)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidder)

Tel.#:

Fax#:

E-mail address#

To

GM (C&P)

Solar Energy Corporation of India

1st Floor, D-3, A-Wing, District Centre,

Religare Building, Saket,

New Delhi-110017

Sub: Response to RfP No. _____ dated _____ for Setting Up of 100 MW ISTS- Connected Wind Power Projects by CPSEs in India

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfP including qualification requirements in particular, terms and conditions of the standard PPA and PSA for supply of power for 25 years to SECI and terms hereby submit our response to RfP. We confirm that in response to the aforesaid RfP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfP other than this response to RfP, directly or indirectly, in response to the aforesaid RfP (as mentioned in Format 6.8 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 RfP for more than cumulative capacity of 100 MW including this response to RfP. We are submitting application for the development of following Wind Power Project(s): -

Project No.	Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF

(Note: The bidder must ensure the project capacity mentioned should be more than or equal to 50 MW and less than or equal to 100 MW for each project. Delete/Insert rows as applicable)

1. We give our unconditional acceptance to the RfP, dated [Insert date in dd/mm/yyyy], and standard PPA and PSA. In token of our acceptance to the RfP, PPA and PSA

along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfP. We shall ensure that the PPA is executed as per the provisions of the RfP, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 18 months of the date of issue of LOA.

2. Earnest Money Deposit (EMD): - *(Please read Clause 3.11 carefully before filling)*

We have enclosed EMD of Rs. (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.11 of this RfP. The total capacity of the Wind Power Project offered by us is MW [Insert cumulative capacity proposed].

3. We hereby declare that in the event our Project(s) gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.11 (ii), on issue of LOA by SECI for the selected Projects and/or we are not able to sign PPA with SECI within 06 month from date of issue of LOA or as intimated by SECI for the selected Projects, SECI shall have the right to encash the EMD/PBG submitted by us, as applicable, and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfP strictly as per Section – 6 (Formats) of this RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We have gone through the RfS issued by SECI for selection of 1000 MW ISTS-connected Wind Power Projects (Tranche-II) vide RfS No. SECI/C&P/WPD/1000MW/T2/RfS/052017 dated 31.05.2017 and are conversant with the provisions of the above RfS.

6. 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 RfP shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

7. 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 RfP, execute the PPA in the event of our selection as successful Bidder.

8. 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, such SPV shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfP. 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 RfP.

9. We hereby undertake that in the event of our project being selected under the RfP, we shall be solely responsible for getting the connectivity within the period of 09 months from the date of issue of LOA. In the event of delay in commissioning with the grid of CTU beyond 06 months, the

provisions of 3.17 B of the RfP/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established.

10. We are submitting our response to the RfP with formats duly signed as desired by SECI in the RfP online for your consideration.

11. It is confirmed that our response to the RfP is consistent with all the requirements of submission as stated in the RfP, including all clarifications and amendments and subsequent communications from SECI.

12. The information submitted in our response to the RfP 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 RfP.

13. 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 two hundred forty (240) days from the last date of submission of response to RfP).

14. 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 :

15. 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,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.22 (5) (a))

FORMAT-6.2

Not Used.

FORMAT- 6.3 A

Format of Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfP inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project capacity proposed] under Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects (Tranche-II) for supply of power there from on long term basis, in response to the RfP No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP of.....[insert the name of the Bidder] as per the terms of the RfP, 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 on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ----- [Insert amount not less than that derived on the basis of Rs. 10 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 3.11 of this RfP] 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 Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.11 of this RfP]. SECI shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause 3.11 of this RfP].

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 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.

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 Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.11 of this RfP]. 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 of the Bank] _____

E-mail ID of the bank:

Banker's Stamp and Full Address.
Dated this _____ day of _____, 20____

FORMAT- 6.3 B

Format of Performance Bank Guarantee for Wind Power Project

(to be submitted separately for each Project)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Wind Power Developer') submitting the response to RfP inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under **Scheme for Setting Up Of 1000 MW ISTS-Connected Wind Power Projects (Tranche-II)**, for supply of power there from on long term basis, in response to the RfP dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfP of[insert the name of the selected Wind Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Wind Power Project of the Wind Power Developer and issuing Letter of Award No ----- to (Insert Name of selected Wind Power Developer) as per terms of RfP and the same having been accepted by the selected WPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Wind 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 RfP, 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 authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Wind 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 Rs. _____ only.

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till (insert the date which is 30 days beyond the last date of validity of the Guarantee).

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 Wind 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 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 Wind Power Developer / Project Company , to make any claim against or any demand on the selected Wind Power Developer / Project Company or to give any notice to the selected Wind 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 Wind Power Developer / Project Company .

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 Rs. _____ (Rs. _____ only) and it shall remain in force until
We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____

For
_____ [Insert Name of the Bank] _____

E-mail ID of the bank:

Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

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

FORMAT-6.4

Format of 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 RfP vide RfP No. _____ dated _____ for “Setting Up Of 100 MW ISTS- Connected Wind Power Projects by CPSEs (Under Scheme for Setting up of 1000 MW ISTS-Connected Wind Power Projects (Tranche-II) “, including signing and submission of all documents and providing information / response to RfP to Solar Energy Corporation of India Ltd (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)**
- 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)**

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- 6.5

Not Used

FORMAT- 6.6

Format of Financial Requirement – Net Worth **[on the letter head of Bidder]**

To,

[Insert name and address of SECI]

Dear Sir,

Sub: **Response to RfP No. _____ dated _____ for Selection of 100 MW ISTS connected Wind Power Projects** by CPSEs

We certify that the Bidding Company has a minimum Net Worth of Rs. Cr. (.....in words) per MW as on the last date of FY 2016-17. This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.5 of the RfP.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates / Group Company as per following details:

Name of Company / Parent/ Affiliate/ Group Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company/ whose net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in Rs. Crore) of the Member Company
Company 1				

Total				

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

**(Signature & Name of the person Authorized
By the board)**

Date:

**(Signature and Stamp of
Chartered Accountant)
Membership No.
Regn. No. of the CA's Firm:**

- 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 duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by Bank are to be enclosed in support thereof for confirmation of balance in cash & bank.

FORMAT 6.7

Not Applicable

Format 6.8

Format of Disclosure

[On the letter head of Bidding Company]

Disclosure

We hereby declare and confirm that only we are participating in the RfP Selection process for the RfP No. _____ dated _____ 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 RfP 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.

(Signature & Name of the person Authorized By the board)

Date:

FORMAT-6.9

Format of Commitment to Financial Closure

(On the letter head of the Bidder)

(to be submitted separately for each Project)

To,

[Insert name and address of SECI]

Dear Sir,

**Sub: Response to RfP No. _____ dated _____ for Scheme for Setting Up Of 100 MW
ISTS- Connected Wind Power Projects by CPSEs**

We hereby undertake to certify in line with **Clause 3.16** under the title “Financial Closure” that the following details shall be furnished within **09 (Nine) months** from date of issue of LOA: -

- 1.0 Evidence of achieving complete tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 Evidence of Connectivity with ISTS through Transmission Service Agreement.
- 3.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Ownership or lease hold rights (as per Clause 3.16 of the RfP) in the name of the Wind Power Developer and possession of 100% of the area of land required for the Project.
 - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ right to use/ vesting of the land in the name of the wind Power Developer.
 - iii) Sworn affidavit from the Authorized person of the WPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
 - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the Authorized Signatory)

FORMAT-6.10

Not Used

FORMAT-6.11

FINANCIAL PROPOSAL

**Covering Letter
(On Bidder's Letter head)**

[Date and Reference]

To,

GM (C&P)

Solar Energy Corporation of India Ltd

1st Floor, D-3, A-Wing, District Centre,

Religare Building, Saket,

New Delhi-110017

Sub: Response to RfP No. _____ dated _____ for Scheme for Setting Up Of 100 MW ISTS-Connected Wind Power Projects by CPSEs.

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for a cumulative capacity of _____MW as Bidder for 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 RfP such further period as may be mutually agreed upon.

Note:

- 1. Only the L1 tariff as discovered after the e-RA held on 04.10.2017 for the RfS issued by SECI dated 31.05.2017 can be quoted by the bidders at the time of bid submission.*
- 2. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.*
- 3. 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 non-responsive.*
- 4. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.*
- 5. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 6. The tariff should be mentioned up to two places of decimal only.*
- 7. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signature
Name & Designation
Address of the Bidder

FORMAT-6.11 A**Preliminary Estimate of Cost of Wind Power Project**

(To be submitted separately for each Project)

Project Capacity:MW

Location:

Sr. No.	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes (in %)	Estimated Total Cost (in Lakh INR) (in figures)
1.	Nacelle			
2.	Hub			
3.	Blade			
4.	Power Conditioning Units			
5.	Hardware + Cable			
6.	Tower			
7.	Tower Logistics			
8.	Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System			
9.	Power Evacuation Arrangement up to Inter-Connection Point (Cables and Transformers)			
10.	Land Acquisition			
11.	Civil and General Works			
12.	Preliminary and Pre-Operative Expenses including IDC and Contingency			
13.	Consultancy Charges			
14.	Others (Please specify)			
15.	Total Project Cost			

(Signature)
(Name of Bidder)

Annexure-A
Revised List of Models and Manufacturers (RLMM) of certified wind turbines to be used in
ISTS-connected Wind Power Plants

RLMM List as updated from time to time, is available on MNRE website.

Commissioning Procedure

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

Annexure- B

Check list for Bank Guarantees

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

Annexure-C

List of Banks

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

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

Annexure – D

Special instructions to Bidders for e-Tendering

General

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

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* has decided to use the portal **<https://www.tcil-indiaelectrionictender.com>** through TCIL, a Government of India Undertaking. 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

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in 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 II or above, 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.tcil-india-electrontender.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 TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

1. Interested bidders have to download official copy of the RfP & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electrontender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of RFP 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 Center' 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.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	ets_support@tcil-india.com [Please mark CC: support@electrontender.com]

Some Bidding related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per clause 3.25 A, 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.

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 ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ 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 MainBid. 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 'MainBid', 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, if required as per RfP Document. 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 the 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.tcil-indiaelectrionictender.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 Loggedin 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 II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you 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.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)