



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

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Saket, New Delhi - 110 017
Tel: 011 - 71989200, Fax: 011 - 71989243
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Request for Selection (RfS) Document

For

**Selection of Solar Power Developers for Setting up of
1785 MW Grid-Connected Solar PV Power Projects in
RAJASTHAN (Tranche-IV)
under
Tariff-based Competitive bidding**

Tender Search Code on ISN-ETS: SECI-2021-TN000004

RfS No. [SECI/C&P/SPD/RfS/RJ-IV/032021](#)

Dated: 04/03/2021

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within 20 (Twenty) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 04/03/2021

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of Solar Power Developers for Setting up of 1785 MW Grid-Connected Solar PV Power Projects in Rajasthan (Tranche-IV). 2. Land and Connectivity shall be in the scope of the Solar Power Developer.					
(B)	RfS NO. & DATE	SECI/C&P/SPD/RfS/RJ-IV/032021 dated 04/03/2021					
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;">Yes</td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	Yes	
SINGLE BID SYSTEM	<input type="text"/>						
TWO BID SYSTEM	Yes						
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	Yes	MANUAL	<input type="text"/>	
E-TENDER	Yes						
MANUAL	<input type="text"/>						
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document					
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	APPLICABLE	Yes	NOT APPLICABLE	<input type="text"/>	Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of DD/ Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi
APPLICABLE	Yes						
NOT APPLICABLE	<input type="text"/>						

(G)	DOCUMENT PROCESSING FEE	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Rs. 3 Lakh +18% GST for each project from 10 MW upto 49 MW capacity,</p> <p>Rs. 5 Lakh + 18% GST for each project from 50 MW upto 99 MW capacity,</p> <p>Rs. 15 Lakh + 18% GST for each project from 100 MW and above capacity,</p> <p>to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(H)	PERFORMANCE BANK GUARANTEE	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.				
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal				
(K)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal				
(L)	e-Reverse Auction (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.				
(M)	CONTACT DETAILS OF ISN-ETS Portal	M/s ElectronicTender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com				

(N)	Name, Designation, Address and other details (For Submission of Response to RfS)	Sh. Sanjay Sharma Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited D - 3, 1 st Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017 Contact No.: 011 71989256 Email : nsm@seci.co.in / contracts@seci.co.in
(O)	Details of persons to be contacted in case of any assistance required	1) Sh. Pratik Prasun Manager (C&P) Ph: 011-71989236; pratikpr@seci.co.in 2) Sh. Biblesh Meena Deputy Manager (C&P) Ph: 011-71989284; biblesh@seci.co.in 3) Sh. Jayansh Gaur Senior Engineer (C&P) Ph: 011-71989284; jayansh.gaur@seci.co.in
(P)	Bank Account Details of SECI for NEFT/RTGS	Name of Account Holder: Solar Energy Corporation of India Limited Bank Name: ICICI Bank Limited IFSC Code: ICIC0000007 Account Number: 000705049826 MICR Code of Bank: 110229002

- 1 Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
- 2 Bidder(s) are advised to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 3 Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) if any from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/ or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 4 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5 Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details only will be available from <https://www.bharat-electronictender.com>.



SECTION - I

DEFINITIONS OF TERMS

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

1. **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
2. **"AFFILIATE"** shall mean a company that, directly or indirectly,
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
3. **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.
4. **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by SECI.
5. **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
6. **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement.
7. **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.
The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$.
8. **"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.

9. **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

10. **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 17, Section-III, Instructions to Bidders (ITB) of RfS Documents.
11. **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Project, and shall be equal to the Project Capacity as defined.
12. **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
13. **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
14. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
15. **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
16. **“DAY”** shall mean calendar day.
17. **“EFFECTIVE DATE”** shall mean the date as on 30th day the date of issuance of Letter of Award (LOA), or any other date as per the provisions of the RfS, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.
18. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
19. **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.
20. **“GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof issued until the bid submission deadline of this RfS.
21. **“GROUP COMPANY”** of a Company means

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

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

22. **“HOST STATE”** shall mean the State in which the Solar Power Projects are to be set up.
23. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point or points at the voltage level of 33kV or above of the STU Sub-station including the dedicated transmission line connecting the solar power Projects with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
24. **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
25. **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project.
26. **“LETTER OF AWARD” or “LOA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project.
27. **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
28. **“LLC”** shall mean Limited Liability Company.

29. **“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.
30. **“MONTH”** shall mean calendar month.
31. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
32. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
33. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
34. **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Solar PV 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 SPD(s) to get connected to the Delivery Point. In case of multiple SPDs using single Pooling Station, they must sign a Pooling Substation Service & Operation Agreement, clearly indicating the metering arrangement and how the transmission losses will be apportioned, same may also be confirmed & countersigned by STU/DISCOM. The voltage level for such common line shall be 33kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the Delivery Point. 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.
35. **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited.
36. **“PPA”** shall mean the Power Purchase Agreement signed between the Selected Bidder and SECI according to the terms and conditions of the standard PPA enclosed with this RfS.
37. **“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT”** shall mean the solar power generation facility comprising single/multiple units at single/multiple locations, having a single/multiple point (s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. The Project shall include all units/modules and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI.
38. **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed.

39. **“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 RfS/ PPA.
40. **“PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with SECI.
41. **“PROJECT LOCATION”** shall mean the area identified by the SPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.
42. **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement, along with all attachments, clarifications and amendments thereof vide RfS No. SECI/C&P/SPD/RfS/RJ-IV/032021 dated 04/03/2021.
43. **“SECI”** shall mean Solar Energy Corporation of India Limited.
44. **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 16, Section-III of the RfS.
45. **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.
46. **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.
47. **“STATE TRANSMISSION UTILITY” or “STU”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
48. **“TOE”** shall mean Tender Opening Event.
49. **“TRADING MARGIN”** shall mean the margin on sale of solar power to State Utilities/ Discoms/ other Bulk Consumers under this RfS being charged by SECI and shall be @ INR 0.07/kWh.
50. **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.
51. **“WEEK”** shall mean calendar week.



SECTION - II

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

(SINGLE STAGE TWO ENVELOPE BIDDING)

under e-Tendering

- 1.0 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 2.0 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 03.08.2017. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar PV Power Projects, having size of 5 MW and above, through competitive bidding. This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017, including subsequent amendments and clarifications issued until the bid submission deadline for this RfS.
- 3.0 As part of the Government of India’s target to achieve a cumulative capacity of 100 GW Solar PV installation by the year 2022, SECI wishes to invite proposals for setting up of grid connected Solar PV projects in the State of Rajasthan on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 1785 MW. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 4.0 Power procured by SECI from the above Project has been provisioned to be sold to the Discoms of Rajasthan, which shall be the Buying Entities under this RfS. The Buying Entities shall procure power under the RfS through Rajasthan Urja Vikas Nigam Limited (RUVNL), which is the authorized representative for signing the Power Sale Agreement, on behalf of the Rajasthan Discoms. SECI shall be an intermediary nodal agency for procurement of power generated by the SPD and sale of such power to the Discoms of Rajasthan, entirely on back to back basis based on due performance by the SPD as well as the Buying Entities.

OVERVIEW OF THE RfS

- 5.0 Solar Power Developers (hereinafter referred to as SPDs) selected by SECI based on this RfS, shall set up Solar PV Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA formats shall be shortly uploaded and can be downloaded from ISN-ETS portal <https://www.bharat-electronictender.com>

- 6.0 SECI shall enter into PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA. The tariff quoted by the bidders shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of bid submission.

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

- 7.0 Bidders shall submit their bid by offering a single tariff for all the Projects quoted for, which shall be applicable for the term of the PPA.
- 8.0 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

- 9.0 The Projects to be selected under this RfS shall be of minimum individual capacities of 10 MW, and shall be set up in integral values, with a cumulative capacity of 1785 MW to be set up under the RfS. The Projects shall provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.
- 10.0 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement of or adding extra capacity to already commissioned Projects, irrespective of their capacities, will not be considered as eligible Project under this scheme.

GUIDELINES FOR IMPLEMENTATION OF THE RfS

- 11.0 This RfS document has been prepared based on the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by Ministry of Power vide Gazette Resolution dated 03.08.2017 with subsequent amendments and clarifications thereof issued until the bid submission deadline for this RfS. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.

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

GENERAL

- 14.0 The complete RfS Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com> as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.

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

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

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

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

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

- 17.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. The respective rights of SECI and the Bidder/ SPD shall be governed by the RfS Documents/ Contract signed between SECI and the SPD for the package.
- 18.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 19.0 Bidder shall submit bid proposal along with non-refundable Document Fees and Bid Processing Fees complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees and Bid Processing Fees will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 20.0 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ISN-ETS Portal (<https://www.bharat-electronictender.com>) or from SECI website (<http://www.seci.co.in>). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.**
- 21.0 In case the RfS provides provision for multiple bids by a common bidder, then separate Bid Processing Fees and Document Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid Information Sheet for details.
- 22.0 The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
- 23.0 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 24.0 ***SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

1 **OBTAINING RfS DOCUMENTS**

The RfS document can be downloaded from the website of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com>. A link of the same is also available at www.seci.co.in.

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

2 **COST OF DOCUMENTS & PROCESSING FEES**

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

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

Bids submitted without cost of the RfS document and/or Bid Processing Fee (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhaar only are exempted from submission of Bid Processing Fee.

3 **TOTAL CAPACITY OFFERED**

- 3.1 Selection of SPDs for cumulative capacity of 1785 MW Grid Connected Solar PV Power Projects will be carried out through e-bidding followed by e-Reverse Auction process. The Projects will be setup anywhere in the State of Rajasthan, India.
- 3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.
- 3.3 For each Project, the minimum Project capacity shall be **10 MW** and the maximum capacity shall be **1785 MW**. The Project capacity shall be quoted in integral values only. The Projects shall be connected to the Grid system and Delivery Point, as defined in the RfS. The SPDs shall demonstrate the Contracted Capacity at the Interconnection Point, as defined in the Commissioning Procedure enclosed in Annexure-A and Appendix-A-1.

4 **PROJECT LOCATION**

- 4.1 The Projects can be located anywhere in the State of Rajasthan.

Note: Bidders proposing to locate the Project inside a Solar Park owned directly/indirectly by the respective Bidder or any of its Affiliates, shall declare the same in the Covering Letter, and submit an undertaking as part of the response to RfS, stating that in the event of the proposed project being awarded by SECI under this RfS, no Central Financial Assistance (CFA) shall be availed by the respective owner of the Solar Park, limited to the awarded Project capacity in the referred Solar Park. Further, subsequent to signing of PPA, the same undertaking shall be required to be submitted by the SPD prior to change of location of the Project in a Solar Park owned directly/indirectly by the Bidder or any of its Affiliates.

Projects being implemented either in Solar Park or outside a Solar Park, shall be set up solely at the discretion of and cost, risk and responsibility of the Bidder/SPD.

5 **PROJECT SCOPE & TECHNOLOGY SELECTION**

Under this RfS, the SPD shall set up the Solar PV Project including dedicated transmission network up to the Interconnection/ Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/ or dedicated transmission network upto interconnection/ delivery point (including connectivity and LTA, as applicable) including those required from State Government and local bodies shall be in the scope of the SPD. The Project to be selected under this RfS provides for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.

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

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

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

- (i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any quantity between (and including) **10 MW** to **1785 MW**, which shall be quoted only in integral values, in the prescribed formats.

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

- (ii) For each Project, the minimum Project capacity shall be **10 MW** and the maximum capacity shall be **1785 MW**. The total capacity to be allocated to a Bidder including

its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 1785 MW.

- (iii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for Allocation of Projects is elaborated in Section-V of RfS.
- (iv) In case the Bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable for the Project Capacity with separate boundary wall, separate injection points and metering arrangement. However, pooling of the Projects may be allowed subject to acceptance of STU and sealing of separate meters for different Projects at Pooling Substation by STU/DISCOM along with a common metering arrangement at STU's substation also sealed by STU/DISCOM.
- (v) Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

7 CONNECTIVITY WITH THE GRID

- 7.1 The Project should be designed for interconnection with the nearest substation of STU at the voltage level of 33 kV or above. The Bidder should indicate substation location and voltage level in line with clause 20 below. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commission and Central Electricity Authority (CEA). Bidders may refer to the data regarding availability of spare capacity in the GSS as made available by RRVPNL on its website, <https://energy.rajasthan.gov.in/rvpnl#>, in the "Power Position" Tab under the "Menu" section of the website. The data regarding availability of transmission capacity in the existing and proposed substations is enclosed along with the RfS document.
- 7.2 The responsibility of getting connectivity with the transmission system owned by the STU, as may be required, will be of the SPD and shall be at the cost of the SPD. The transmission of power up to the Interconnection Point / Delivery Point where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. The Bidders are free to choose the STU substations for Interconnection of the Project to the Grid. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD, to be undertaken entirely at its cost and expense.
- 7.3 The arrangement of connectivity shall be made by the SPD through a dedicated transmission line for the individual Project or Pooled Projects, as the case may be. 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 Delivery Point will be borne by the SPD.
- 7.4 The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD.

7.5 Reactive power charges and charges against power drawn from grid as per CERC/ SERC regulations, shall be payable by SPD as per provisions of PPA.

7.6 Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA. Two or more projects can be connected to a common pooling substation from which the pooled power can be transferred to the STU substation through a common transmission line subject to the following conditions:

- a) Acceptance of such an arrangement by STU/SLDC.
- b) The meters for each project at pooling substation are sealed by STU/Discom/ SLDC.
- c) Energy injected by each Project will be recorded and signed jointly by all Project owners and copies of the same will be submitted to SECI/CTU/Discom as required.
- d) The energy accounts are divided and clearly demarcated for the power generated at solar project and are issued by the STU/SLDC/RPC concerned.
- e) In case of Pooling substation, losses in the transmission line between the Pooling substation and the STU substation, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.

In case of multiple SPDs using single Pooling Station, they must sign a Pooling Substation Service & Operation Agreement, clearly indicating the metering arrangement and how the transmission losses will be apportioned, same may also be confirmed & countersigned by STU/DISCOM. The costs associated with this arrangement will also be borne by the SPD including the wheeling charges and losses up to the Interconnection Point. The SPDs may decide to share the cost of transmission charges and other associated charges from the Pooling Point up to the Interconnection Point, amongst themselves. SPDs shall have to get a certification regarding the losses in the common line from their respective STU/ any other transmission utility.

7.7 The Buying Utility will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point.

7.8 The SPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA (if applicable) and Connectivity. The scheduling of power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD. In order to remove potential discrepancies and ambiguities, the SPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on SECI. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.9 The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 30 days of Effective Date of PPA. At least 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from the STU. In case the Project is being set up in a Solar Park as designated under the MNRE's Solar Park scheme, connectivity granted to the Solar Power Park Developer shall be required to be submitted, along with the Implementation & Support Agreement to demonstrate usage of the above connectivity by the SPD, for the said Project.

7.10 The SPD shall be required to follow the detailed Connectivity Procedure as per STU's/RERC's guideline or procedure in vogue. The entire cost of transmission including cost of construction of line, maintenance, losses or any other charges as notified by RVPN/RERC/STU etc. from the project up to and including at the interconnection point will be borne by the SPD. The Bidders are free to choose the STU substations for Interconnection of the Project to the Grid in the state of Rajasthan. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

- i. Existing substations having available margin as indicated by the respective substation owner.
- ii. Existing substations/substations under construction where augmentation is under process or plans for augmentation have been announced & which are scheduled to be completed before Scheduled Commissioning Date (SCD) of the Project.

Bids indicating substations outside the above two choices will not be eligible for any extension of time under clause 16.C. The SPDs shall be required to apply for connectivity at the identified substations within 30 days of Effective Date of PPA.

8 ENERGY SUPPLY BY SOLAR POWER DEVELOPER

8.1 CRITERIA FOR ENERGY SUPPLY

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid/off-take constraints for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. However, for the 1st year, the same shall be calculated from COD to 31st March of the same Financial

Year and for the last year, the same shall be calculated for a period from 1st April of the year till the Expiry Date of PPA.

8.2 SHORTFALL IN ENERGY SUPPLY

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

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

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

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

8.3 EXCESS GENERATION

Any excess generation over and above 10% of the upper limit of contracted energy as per the declared annual CUF will be purchased by SECI at its discretion {without any obligation to do so} at a fixed tariff of 75% (seventy-five percent) of the PPA tariff, provided SECI is able to get any buyer for sale of such excess generation. However, the SPD shall inform at least 30 days in advance of such excess generation to SECI, to enable SECI take necessary actions for sale of this excess generated energy. SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 15 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by

SECI within the said period of 15 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.

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

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

8.4 OFFTAKE CONSTRAINTS DUE TO TRANSMISSION INFRASTRUCTURE/ GRID UNAVAILABILITY & BACKDOWN

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

Transmission Constraint	Provision for Generation Compensation
If the Project is ready in all respects including the dedicated transmission line to be established by the SPD to connect to the grid, but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint.	<p>a. The normative CUF of 19% (Nineteen Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 03 (Three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss.</p> <p>b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by SECI for compensating the generation loss.</p>

However, it is clarified that if the project is ready for commissioning prior to the Scheduled commissioning date, but the offtake is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be permissible.

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

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year:	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

- c. **Offtake Constraints due to Backdown:** The SPD and Buying Entity shall follow the forecasting and scheduling process as per the regulations in this regard by the CERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Developer shall be eligible for a Minimum Generation Compensation, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p><i>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month)]X PPA Tariff</i></p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/SEA/JMR. No Trading Margin shall be applicable on this Generation Compensation provided under Clause 8.4 c above.

Note: Notwithstanding anything mentioned above, the provisions of Clause 8.4 of the RfS shall be applicable subject to the acceptance of the same by the respective Buying Utility.

9 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

9.1 The Solar Power Developers are required to obtain all necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. Approval for water from the concerned authority (if applicable) required for the Project.
- d. Any other clearances as may be legally required, in order to establish and operate the Project.

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

Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

10 DECLARATION OF BID SECURITY

10.1 The Bidder shall submit the declaration of bid security as per Format 7.3 A of the RfS as part of its response to the RfS. By submission of this declaration, the bidder hereby accepts that if it withdraws or modifies its response to RfS during the bid validity period, it will be suspended/barred from bidding in future SECI's tenders for a period of 2 years from the date of default as notified by SECI.

Provisions under Clause 22 of the RfS (Non-Responsive Bid) will result in deviation from the declaration submitted under Format 7.3A, and applicable action will be taken by SECI in this regard. Further, provisions of this Clause will be triggered by any of the following:

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-III,

Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;

- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause No. 11, Section-III, Instructions to Bidders (ITB) of RfS documents.

11 PERFORMANCE BANK GUARANTEE (PBG)/ PAYMENT ON ORDER INSTRUMENT (POI)

11.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 8,00,000/ MW** (Rupees Eight lakhs/MW) latest by at least 7 working days prior to signing of PPA (PPA signing date to be intimated by SECI). It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA. Non-submission of PBG within the above-mentioned timelines shall be treated as follows:

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

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

- b. Delay beyond 1 month from the due date of submission of PBG: The Project shall stand terminated.

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

11.2 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Sl. 11.1. above, for the amount and validity period as per those in Sl. 11.1 above. In case the SPD chooses to submit POI, provisions with respect to delay in submission of the POI beyond the timeline stipulated at Sl. 11.1 above, will be applicable in this case too.

11.3 All Performance Bank Guarantees (PBGs) / Payment on Order Instruments (POIs) shall be submitted separately for each Project.

Note: The PBGs/POIs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG/POI may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG/POI issued in the name of the SPV, prior to signing of PPA.

11.4 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause C.1 (b) of the RfS.

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

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

11.6 The Successful Bidder for the Project(s) selected based on this RfS is required to sign PPA with SECI within 30 days after the issue of LoA. In case, SECI offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause No. 14, Section-III, Instructions to Bidders (ITB) of RfS documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the selected Project shall stand cancelled, and provisions of Clause 10, Section-III, ITB of the RfS will be applicable, and the Successful Bidder expressly waives off its rights and objections, if any, in that respect.

11.7 The Bank Guarantees/POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

11.8 All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

11.9 Not Used.

11.10 The PBG of SPDs shall be returned to them, immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 17, Section-III, Instructions to Bidders (ITB) of RfS.

12 SUCCESS CHARGES & PAYMENT SECURITY DEPOSIT

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

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

13 Not Used.

14 POWER PURCHASE AGREEMENT (PPA)

14.1 SECI shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between SECI and the selected SPD will be made available on ISN-ETS portal <https://www.bharat-electronictender.com> and also on SECI website www.seci.co.in. The PPA shall be signed within 30 (thirty) days from the date of issue of LoA (*for e.g. If the LoA is dated 20.03.2021, then the last date of signing of PPA shall be 19.04.2021*). PPA will be executed between SECI and selected bidder or its SPV(s), separately for each Project.

Note: PPA will be executed between SECI and the SPD as per the breakup of the cumulative Project capacity awarded to the Bidder. The Bidder shall provide the project

breakup for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the SPD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to SECI at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity and/or LTA for the Project(s) on account of such changes, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects.

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

14.3 Successful bidders will have to submit the required documents to SECI within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LoA. In extraordinary cases of unavoidable delays on the part of SECI in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

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

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

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

15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- (i) The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective date of the PPA is 07.03.2021, then scheduled Financial Closure date shall be 07.03.2022).