

In case SECI is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.

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



SECTION - VI

OTHER PROVISIONS

1 ROLE OF STATE NODAL AGENCIES

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

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

2 ROLE OF STATE TRANSMISSION UTILITY

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

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

3 PERMISSION FROM STATE AUTHORITIES

Clarifications from the Government of Rajasthan have been enclosed at **Annexure-D**.



SECTION - VII

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section - IV and other submission requirements specified in the RfS

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2)
- iii) Format for Declaration of Bid Security (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Payment on Order Instrument (POI) (Format 7.3 C)
- vi) Format for Board Resolutions (Format 7.4)
- vii) Format for Consortium Agreement (Format 7.5)
- viii) Format for Financial Requirement (Format 7.6)
- ix) Undertaking regarding no wilful default and no major litigation pending (Format 7.7)
- x) Format for Disclosure (Format 7.8)
- xi) Format for Disclosure (Format 7.8 A)
- xii) Format for Technical Criteria (Format 7.9)
- xiii) Format for Proposed Technology Tie-up (Format 7.10)
- xiv) Format for submission of Financial Bid (Format 7.11)
- xv) Format for Preliminary Estimate of Cost of Solar PV Project (Format 7.12)
- xvi) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-B)
- xviii) Checklist for Financial Closure (Annexure-C)
- xix) Clarifications from the Government of Rajasthan (Annexure-D)

COVERING LETTER

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

Ref.No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

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

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No.dated for Selection of Solar Power Developers for
Setting up of 1785 MW Grid-Connected Solar PV Power Projects in Rajasthan (Tranche-
IV)

Dear Sir/ Madam,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to SECI, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever not applicable).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 1785 MW, including this response to RfS.

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

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

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Section V, Clause 4 (iii).*

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA and PSA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and PSA documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per clause no. 16 of ITB of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.
2. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG/POI, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 11 & 12, Section-III of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within 30 days of issue of LOA by SECI for the selected Projects, SECI shall have the right to take action as mentioned in Format-7.3A.
3. We have submitted our response to RfS strictly as per Section - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. Acceptance: -
We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.
5. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
6. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will

submit a Board Resolution prior to signing of PPA with SECI, committing total equity infusion in the SPV as per the provisions of RfS.

7. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
9. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
10. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
11. 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 :
12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

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

Thanking you,
We remain,
Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place: ----- Date:

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

FORMAT FOR DECLARATION OF BID SECURITY

(To be submitted separately for each Project)

No.

Date

Subject: Declaration of bid security requirement.

We, _____ (insert name of the Bidder) hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____ dated _____. We undertake that we will abide by the provisions of the RfS for the activities pertaining to submission of response to RfS, during the bid validity period.

We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the RfS. In case we withdraw or modify our response to the RfS during the bid validity period, or violate other provisions of the RfS which make the bid non-responsive under Clause 22, Section-III, Instructions to Bidders (ITB) of the RfS, We, _____ (insert name of the bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

(Name and Signature of the Authorized Signatory)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ *[Insert name of the Bidder]* (hereinafter referred to as 'selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Projects in Rajasthan of the capacity of MW, at *[Insert name of the place]*, for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of *[Insert name of the Bidder]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No _____ to _____ *(Insert Name of selected Solar Power Developer)* as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

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

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

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

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

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

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer/ Project Company, to make any claim against or any demand on the selected Solar Power Developer/ Project Company or to give any notice to the selected Solar 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 Solar Power Developer / Project Company .

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

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

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

Signature: _____

Name: _____

Power of Attorney No.: _____

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

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 Schedule 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).

Format of Payment on Order Instrument to be issued by IREDA/REC/PFC

(to be submitted separately for each Project)

No.

Date

SECI,***Registered***

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____(insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____(Rupees _____(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under RfS for _____(insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] 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 Solar Power Developer / Project Company].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
- (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;

(h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS in Rajasthan vide RfS No. _____ for “Selection of Solar Power Developers for Setting up of 1785 MW Grid Connected Solar PV Power Projects in Rajasthan (Tranche-IV)”, including signing and submission of all documents and providing information/ response to RfS to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (***To be provided by the Bidding Company***)

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. (***To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%***)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [*Insert the name of other Members in the Consortium*] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. (***To be provided by each Member of the Bidding Consortium including Lead Member***)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. (***To be passed by the Lead Member of the Bidding Consortium***)

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Project)

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

THIS Consortium Agreement ("Agreement") executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS in Rajasthan and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS SECI desires to purchase Power under RfS for Selection of Solar Power Developers for Setting up of 1785 MW Grid Connected Solar PV Power Projects in Rajasthan Tranche-IV;

WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER: