Request for Selection (RfS) Document
for
selection of Solar Power Developers for Setting up of 1200 MW ISTS-connected Solar PV Projects in Karnataka under Tariff-Based Competitive Bidding (ISTS-X)

RfS No. SECI/C&P/SPD/ISTS-X/RfS/1200 MW/072021 dated: 14.07.2021

Tender Search Code on ISN-ETS: SECI-2021-TN000008

Note: *This document replaces the tender issued vide RfS No. SECI/C&P/SPD/ISTS-X/Koppal-SP/RfS/2500MW/042020 dated 10.04.2020*

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023
Tel: 011 - 24666200, e-mail : contracts@seci.co.in

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.
4. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi Date: 14.07.2021

BID INFORMATION SHEET

The brief details of the RfS are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>1. Selection of Solar Power Developers for Setting up of 1200 MW ISTS-connected Solar PV Power Projects in Karnataka under Tariff-based Competitive Bidding (ISTS-X)
2. Connectivity and Long-Term Open Access shall be in the scope of the Solar Power Developer.</td></tr>
<tr><td>(B)</td><td>RfS NO. & DATE</td><td>SECI/C&P/SPD/ISTS-X/RfS/1200 MW/072021
Dated : 14.07.2021</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td><table><tr><td>SINGLE BID SYSTEM</td><td></td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table></td></tr>
<tr><td>(D)</td><td>TYPE OF RfS/ TENDER</td><td><table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td></td></tr></table></td></tr>
<tr><td>(E)</td><td>COMPLETION/ CONTRACT PERIOD</td><td>As mentioned in RfS Document</td></tr>
<tr><td>(F)</td><td>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>
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</td></tr>
</table>

(G)	**BID PROCESSING FEE**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Rs. 5 Lakh +18% GST for each project from 50 MW upto 99 MW, Rs. 15 Lakh + 18% GST for each Project from 100 MW and above, 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.
(H)	**EARNEST MONEY DEPOSIT (EMD)**	<table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table> Amount: INR 4,00,000/- (Indian Rupees Four Lakhs) per MW per Project to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS
(I)	**PERFORMANCE BANK GUARANTEE**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>
(J)	**DATE, TIME & VENUE OF PRE-BID MEETING**	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Scheduled as per NIT on ISN-ETS portal and/or SECI website.
(K)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	As per NIT on ISN-ETS portal
(L)	**TECHNO-COMMERCIAL BID OPENING**	As per NIT on ISN-ETS portal
(M)	**e-Reverse Auction (e-RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.

(N)	**CONTACT DETAILS OF ISN-ETS Portal**	M/s **Electronic Tender.com (India) Pvt. Ltd.** Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	**Name, Designation, Address and other details** **(For Submission of Response to RfS)**	Sh. Ajay Kumar Sinha Addl. General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 Contact No. : 011 24666220 Email : ***contracts@seci.co.in***
(P)	**Details of persons to be contacted in case of any assistance required**	1) Sh. Pratik Prasun Manager (C&P) Contact No.: 011 24666237 pratikpr@seci.co.in 2) Sh. Biblesh Meena Deputy Manager (C&P) Ph: 011-24666270 Biblesh@seci.co.in 3) Sh. Jayansh Gaur Senior Engineer (C&P) Ph: 011-24666281 jayansh.gaur@seci.co.in

1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
2. Bidders are required 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) and clarifications 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 the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites *https://www.bharat-electronictender.com* and *www.seci.co.in*. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on *www.seci.co.in* and the details only will be available from *https://www.bharat-electronictender.com*

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 *Background & Introduction*

1.1 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.

1.2 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 till the date of submission of responses to this RfS.

1.3 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 ISTS-connected Solar PV projects in the State of Karnataka, to be interconnected at designated substations for an aggregate capacity of 1200 MW on Build Own Operate (BOO) basis, with capacity awarded for each substation being limited to 600 MW. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidders 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 and PPA. The standard PPA document shall be shortly uploaded and can be downloaded from ISN-ETS portal https://www.bharat-electronictender.com.

1.4 Power to be procured by SECI from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated at a later date. SECI shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidder. SECI shall be an intermediary nodal agency for procurement of power supplied by the SPD and sale of such power to the Buying Entity(ies) entirely on back-to-back basis based on due performance by the SPD as well as the Buying Entity(ies).

1.5 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.

1.6 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.

2 Invitation for Bids

2.1 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 Sections 2 and 3 of the RfS. The respective rights of SECI and the Bidder/SPD shall be governed by the RfS Documents/Agreement signed between SECI and the SPD for the package.

2.2 Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") 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 ETS 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 the Bidding Documents.

2.3 Bidders should submit their bid proposal 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.

2.4 Bidder shall submit bid its proposal along with non-refundable RfS Document Fees and Bid Processing Fees, Earnest Money Deposit (EMD) (if applicable) 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 authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document

Fees, Bid Processing Fees and Earnest Money Deposit (EMD) (as applicable) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the 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 also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

2.6 In case the RfS provides provision for multiple bids by a common bidder, then separate EMD(s), Bid Processing Fees and Document Fees (as applicable) 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.

2.7 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.

2.8 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.

2.9 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.

2.10 **INTERPRETATIONS**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 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.
- 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 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the Solar Power Developer (SPD) shall be required to set up ISTS-connected Solar PV Power Projects, with the primary objective of supplying solar power to SECI, as per the provisions of the RfS and PPA.

3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity, LTA and necessary approvals and interconnection with the ISTS network for supply of power to SECI, will be under the scope of the SPD. SECI and Government of Karnataka will facilitate in land possession as per the location specified by the SPD.

3.3 The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.

4 Total capacity offered

4.1 Selection of Solar PV Projects for a total capacity of 1200 MW will be carried out through e-bidding followed by e-Reverse Auction process. A maximum capacity of 600 MW each will be awarded for injection at ISTS substations in Gadag and Koppal districts under this RfS.

5 Maximum Eligibility for Contracted Capacity Allocation for a Bidder

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

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of **50 MW** and a maximum quantum of **1200 MW**, in the prescribed formats. The Projects shall be quoted in multiples of 10 MW only.

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 one 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.

5.2 The maximum capacity to be quoted at each individual substation in Koppal and Gadag, will be limited upto **600 MW**.

5.3 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **1200 MW**.

5.4 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.

5.5 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

5.6 The Bidder may quote different tariffs for the different substations as identified in the Covering Letter (Format 7.1 of the RfS). For an individual substation, a single tariff shall be quoted for all the Projects quoted by the Bidder.

6 Project Location

6.1 The Projects shall be located within the State of Karnataka. More than one Project may be set up by the SPD to supply the Contracted Capacity under the PPA. Such multiple Projects may be set up at a single location, or at multiple locations. Accordingly, the SPD is free to pool up multiple Projects and inject power at a single Delivery Point.

6.2 In case the SPD wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection points and metering arrangement.

6.3 Subsequent to e-Reverse Auction (e-RA) and issuance of Letters of Award (LoAs), SECI and KSPDCL will facilitate the successful bidders to acquire land on sub-lease basis from KSPDCL. Further, once LoAs are issued, KSPDCL will start the action to leasing land and sign agreements with farmers @ Rs. 25000/Acre+5% escalation once in every 2 years. The above lease charges will be paid by the SPD to KSPDCL upon handing over of the land identified for the Project. Land area will be provided to the SPDs @4acres/MW.

6.4 KSPDCL may charge a margin of 1% for administrative expenses, for the process of leasing from land owners and sub-leasing to the developers. Further, the Government of Karnataka will levy facilitation charges @2 paise/kWh from the developers, and these charges will be incorporated in the land sub-lease agreement between the SPD and KSPDCL.

6.5 The maximum time period for land acquisition through leasing by KSPDCL will be 6 months after issuance of LoAs, which may be suitably extended on case-to-case basis. In case KSPDCL is unable to provide the identified land for the project until the above deadline, the respective bidder will have the option to surrender the awarded project, without any liabilities on KSPDCL.

6.6 **Note:** Change in Project location subsequent to handover of land possession to the SPD will be allowed only after approval from KSPDCL/Government of Karnataka. Decision of KSPDCL/Government of Karnataka in this regard will be final and binding on the SPD. Any additional charges/penalties in this regard will be payable by the SPD.

6.7 **Project Configuration:**

a. The term "Project" shall have the meaning as defined in Section 6 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LOA).

b. The Bidder may however, set up the cumulative Project capacity at a single location, or it may configure the" Project" as being sub-divided into a number of "blocks", being set up at multiple locations, if required. For a single Project, such 'blocks' shall be located within the same State. Following points are to be noted in this regard:

i. The Project may consist of any number of blocks. The minimum voltage level for a single block shall be 33 kV.

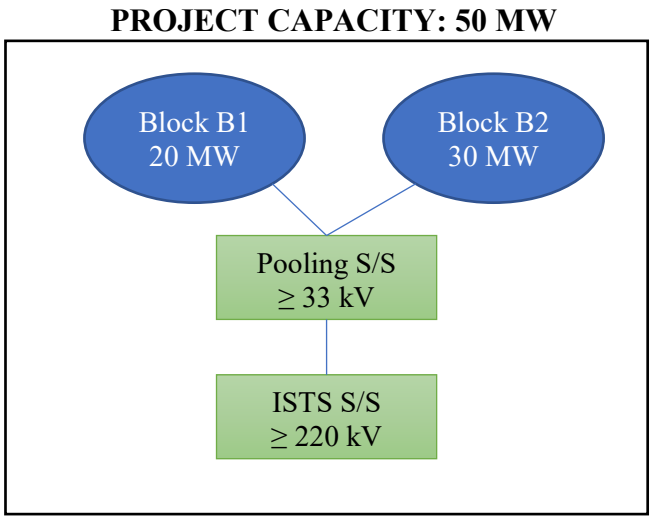
ii. For each substation identified by the bidder, a single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.

iii. A Single Power Purchase Agreement shall be signed for one Project. The SPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project.

iv. The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LOA until the deadline of Financial Closure, subject to the condition as per (iii) above. SECI shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.

v. The individual 'blocks' shall be pooled at a minimum voltage level of 33 kV. A single transmission line shall connect the above pooling Substation to the Delivery Point, which shall be the Metering Point as per the RfS. It may be noted that the said pooling station shall have a different meaning than the Pooling Station as defined in the RfS.

vi. One of the possible configurations of a Project, having separate locations for each block, is illustrated below, for elaboration:



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 220 kV or above. 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 Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be 220 kV.

7.2 Designated Delivery Points: It may be noted that although selection of location of the Projects is under the scope of the Bidder/SPD, choice of the Delivery Point(s) for the Project(s) shall be limited to the ISTS substations located/proposed to be located in the

Gadag and Koppal districts in Karnataka. The SPDs will apply for connectivity at any or all of the above two substations, in line with clause 7.9 of the RfS.

***Important Notes:**

i. Bids containing substations other than those from the above list will be rejected.

ii. SECI bears no responsibility regarding status update of availability of quantum at these substations. Bidders are required to ascertain the availability at the substations on their own.

iii. For any clarifications on the above, bidders may contact the CTU in this regard. Regarding availability of connectivity/ LTA at these substations, data as made available by CTU shall be final and binding.

iv. Bidders must make note of the information pertaining to bay availability at a particular substation.

v. Subsequent to e-RA, in the event the Bidder is selected as a successful Bidder, and the capacity awarded after e-RA is higher than the capacity available for grant of Stage-II connectivity at the bidder's proposed substation, the bidder may change the proposed delivery point to any other substation out of the two designated substations as indicated above.

vi. In case the total number of Projects awarded at a substation does not match with the available bay structure, or the awarded Project capacity at one bay results in underutilization of that bay, the corresponding SPDs shall be required to pool their projects in line with the directions of the CTU for optimum resource utilization and in accordance with the Procedure for Grant of Connectivity at ISTS substations.

vii. The SPD is free to change the identified Delivery Point for the Project after issuance of LoA, subject to the condition that the new Delivery Point only from the designated Delivery Points as indicated above. Any delays in obtaining connectivity/LTA and subsequently, compliance with financial closure/commissioning of the Project on account of the above, shall be borne by the SPD.

viii. It is highlighted that SECI has neither obtained the connectivity/LTA for the above designated substations, nor does it bear any responsibility to obtain them on behalf of the successful bidders. The responsibility of obtaining connectivity and/or LTA at the designated substations shall be borne by the SPD, at its own risk and cost.

ix. Tentative locations of the Designated Delivery Points are as follows:

a. 400/220 KV Gadag Pooling Station near Village Amaragatti, Taluka Gajendragarh, District- Gadag, Karnataka: Boundary limits: 5 Km radius of following plot within jurisdiction boundary of Gadag District.

	Longitude	Latitude
Corner-1	15°46'16.22" N	75°52'49.30" E
Corner-2	15°45'59.49" N	75°52'50.33" E
Corner-3	15°45'58.66" N	75°52'29.50" E
Corner-4	15°46'17.03" N	75°52'29.72" E

b. 400/220 KV Koppal Pooling Station Taluk: Kushtagi, District: Koppal, Karnataka: 5 Km radius of following plot within jurisdiction boundary of Taluka- Yelbarga, District-Koppal and to be located on left side of NH 67 (From Koppal to Gadag)

	Longitude	Latitude
Corner-1	15°22'24.04" N	76°0'49.19" E
Corner-2	15°22'13.81" N	76°0'55.41" E
Corner-3	15°22'7.90" N	76°0'36.70" E
Corner-4	15°22'18.80" N	76°0'30.85" E

x. The coordinates are tentative in nature and subject to change as per the availability of land within boundary limits. The above data has been reproduced as received from the CTU, and SECI bears no responsibility with respect to the accuracy of the above data. Details/updates on the above data may be sought directly from the CTU.

7.3 Bidders will be required to indicate their proposed substation at the time of bid submission in the Covering Letter (Format 7.1), and such choice will remain unchanged during the bid evaluation and e-Reverse Auction (e-RA) processes. e-RA will be conducted individually for each substation, based on the number of bidders and capacity quoted at each substation.

7.4 The responsibility of getting the connectivity and Long Term Access (LTA) shall entirely be of the SPD and shall be at the cost of the SPD. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at his own cost. In case an SPD is required to use InSTS to bring Solar power at ISTS point, he may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the SPD, to be undertaken entirely at its cost and expense.

7.5 The arrangement of connectivity can be made by the SPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities.

7.6 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling

substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:

a. Acceptance of such an arrangement by CTU/ RLDC.
b. Energy injected by each Project will be recorded and jointly signed by respective SPDs and copies of the same will be submitted to SECI/CTU as required.
c. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC concerned.
d. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.

7.7 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 and Connectivity. The scheduling of the 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.

7.8 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.

The Buying Entity will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.

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 issuance of LOAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the SPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to SECI. The LTA shall be applied for by the SPD within 30 days of signing of PSA, and intimation of the same by SECI to the SPD. At least 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the ISTS substation. LTA shall be required to be submitted by the SPD prior to commissioning of the Project.

8 *Energy Supply by the 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. The 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 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.

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 shall be dealt as per the applicable provisions of the PPA.

9 *Commissioning of Projects*

Commissioning of the Project shall be carried out by the SPD in line with the procedure as per the PPA document. SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or SECI after successful commissioning.

9.1 Part Commissioning

Part commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of liquidated damages, in terms of the PPA on the part which is not commissioned. In case of part-commissioning of the Project, land possession corresponding to the part capacity being commissioned, shall be required to be demonstrated by the SPD prior to declaration of commissioning of the said part capacity.

For example, a project of 70 MW may be commissioned in 2 parts: First being a part capacity of 50 MW and the remaining part capacity being 20 MW.

Similarly, part commissioning of a project of 110 MW capacity shall be done as follows: 1st part capacity=50 MW, 2nd part capacity= 50 MW or above and 3rd part capacity=10 MW. However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for the term as per Clause 20.3 of the RfS.

9.2 **Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning**

a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **18 months** from the Effective Date of the PPA. (for e.g. if Effective Date of the PPA is 07.10.2021, then SCD shall be 07.04.2023).

b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.04.2023, then the above deadline for Project commissioning shall be 07.10.2023).

c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

e. It is presumed that in terms of Clause 10.4 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in Scheduled Commissioning Date.

10 Delay in Commissioning on Account of Delay in LTA Operationalization

Long Term Access (LTA) shall be required to be submitted by the SPD prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:

i. The SPD has complied with the complete application formalities as per Clause 7.9,

ii. The SPD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and

iii. The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the SPD.

The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the SPD, SECI may extend the SCD after examining the issue on a case-to-case basis.

11 Early Commissioning

The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA) and demonstration of land possession corresponding to the capacity ready for commissioning (@4 acres/MW).

Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.

Such intimation for early commissioning shall be provided to SECI at least 15 days before the proposed early commissioning date. In case there is no response provided by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SECI.

In case SECI does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the SPD will be free to sell such energy to a third party, until SCD or the date of commencement of procurement of power from the Project as notified by SECI, whichever is earlier. In such cases a Provisional Commissioning Certificate will be issued to SPD for period up to SCD or date of commencement of Power Procurement (whichever is earlier), along with a NOC for sale of Power to 3rd Party for such period. UCOD/COD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12 Obtaining RfS Documents

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 – C of the RfS). 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.

13 Cost of RfS Documents & Bid 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 Bidder 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 Fees 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.

In case a Bidder chooses to deduct TDS while making the payments against cost of RfS and/Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (as applicable) (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 Cost of RfS documents and Bid Processing Fee.

14 Project Scope & Technology Selection

Under this RfS, the SPD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network upto the Delivery Point (along with connectivity and LTA), including those required from State Government and local bodies, shall be in the scope of the SPD. The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.

15 Clearances Required from the State Government and Other Local Bodies

The Solar Power Developers are required to obtain all necessary clearances and permits as required for setting up the 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, will be required to be submitted to SECI prior to commissioning of the Project, if sought by SECI. 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.

The SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are 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.

Note: The SPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of 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.

16 Declaration of Bid Security

16.1 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.

16.2 Provisions under Clause 27 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 20 of the 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 17 of the RfS.

17 Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)

17.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 8,00,000/MW/Project (Rs. Eight Lakh/MW/Project)** at least 07 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 commencing from Effective Date of the PPA upto (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. 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 below). Further, balance amount to be paid shall attract interest rate @ one-year SBI MCLR rate /annum +18% GST on pro-rata basis.

b. Delay beyond 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.

17.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

Note: The PBGs 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 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 issued in the name of the SPV, prior to signing of PPA.

17.3 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 Clause 37.3 of the RfS.

17.4 The format of the Bank Guarantee prescribed in the Format 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG

and consequently, the Project. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

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

17.6 The selected Bidder for the Project selected based on this RfS is required to sign PPA with SECI within the timeline as stipulated in Clause 20 of the RfS. 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 20 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, provisions of Clause 16 of the RfS will be applicable, the selected Project shall stand cancelled, and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

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

17.8 All expenditure towards execution of Bank Guarantees 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.

17.9 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.

17.10 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 Clauses 9 and 10 of the RfS.

17.11 **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 Clause 17.1 above, for the amount and validity period as per those Clause 17.1 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 17.1 above, the provisions of Clause 17.1 will be applicable in this case too.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)".

18 Success Charges & Payment Security Deposit

18.1 **Success Charges:** The Selected Bidder shall have to pay Rs. 1,00,000/MW (Rupees One Lakh/ MW) + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, 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 be signed only 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.

18.2 **Payment Security Deposit:** Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5,00,000/MW (Rupees Five Lakhs/MW) 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 SECI 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.

19 Not Used

20 Power Purchase Agreement (PPA)

20.1 Pursuant to Clause 22.3, SECI shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between SECI and the selected SPD will be made available on ISN-ETS Portal and also on SECI's website. The PPA shall be signed within 90 days from the date of issue of Letter of Award (LoA), if not extended by SECI. (*for e.g. If the LoA is dated 07-08-2021, then the last date of signing of PPA shall be 05-11-2021*). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the SPD. PPA will be executed between SECI and selected bidder or its SPV separately for each Project. The PPA shall be valid for a period of 25 years as per provisions of PPA.

20.2 **Note:** PPA will be executed between SECI and the SPD as per the cumulative Contracted Capacity awarded to the Bidder. The Bidder shall provide the breakup for the cumulative contracted capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the SPD prior to signing of PPA, keeping the total contracted capacity unchanged from the value as on the date of bid submission. 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 changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. Further, for each Project, the Bidder shall provide month-wise and year-wise generation profile, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.

20.3 The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD, Buying Entity and SECI.

20.4 The Performance Bank Guarantee as per Clause 17 above and Success Charges as per Clause 18 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. If at this stage it is found that the documents furnished by the SPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

20.5 Successful bidders will have to submit the required documents to SECI within 70 days from the issue of LoA. In case of delay in submission of documents beyond the 70 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 90th 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 PPA may be fixed as the date of signing of PPA.

20.6 Back-to-back Power Sale Agreements (PSAs) 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 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.

20.7 The SPDs will be free to reconfigure and repower the project from time to time during the PPA duration, pursuant to Clause 8.1 above. However, SECI will be obliged to buy power only upto the Contracted Capacity as per the PPA.

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

21 Financial Closure or Project Financing Arrangements

21.1 The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2021, then scheduled Financial Closure date shall be 07.10.2022). Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure.

21.2 At the stage of financial closure, the SPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the SPD shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

21.3 Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.

21.4 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the SPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of SPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-SECI shall encash the PBG/POI of the corresponding SPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by SECI. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

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

22 Land Arrangements for the Project

22.1 M/s KSPDCL will be responsible for providing the required land for the project to the Successful Bidders, for a period not less than the complete term of PPA. The land provided to the bidders will be free from all encroachments and encumbrances. Minimum area of land will be 4 acres/MW.

22.2 KSPDCL will provide possession of land to the Successful Bidders within 6 months of issuance of LOA. KSPDCL will sign the Lease/sub-lease agreements with them, or will provide any document to demonstrate land possession of the required land in the name of Bidder/SPD, whenever sought by SECI. The details of land, date of possession of the land and tenure of possession etc. may be shown in the lease/sub-lease/possession

documents and may be issued by KSPDCL/SNA/State Govt. agency in favor of the Bidder/SPD.

22.3 PPA will be executed subsequent to signing of land lease agreement or issuance of necessary documents demonstrating 100% land possession in the name of the Successful Bidder, as per Clause 22.3 above. In case KSPDCL is unable to provide the possession of required land for the Project until 6 months after issuance of LOA, the respective Successful Bidder will have the option to surrender the awarded Project, without any liabilities on KSPDCL, SECI and the Successful Bidder. However, in case the Bidder opts to continue with the Project implementation and is ready to sign the PPA without full possession or the land or in case of no land possession at that point, and in case the Project gets delayed on account of delay in land possession/allotment, the same will be dealt as per provisions of RfS or KSPDCL/Government Orders/SECI's orders on this subject and amendments thereof.

22.4 The SPD shall submit documents/Lease Agreements to establish possession/right to use 100% (hundred per cent) of the required land in the name of the SPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or SECI/Buying Utility, in case of default of the SPD.

22.5 The SPD shall submit a sworn affidavit from the authorized signatory of the SPD listing the details of the land and certifying that total land required for the Project is under clear possession of the SPD.

22.6 With respect to demonstration of land possession by the SPD, commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of Clause 22 and Clause 11 of the RfS. However, in case of delays in demonstrating land possession by the SPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

23 Commercial Operation Date (COD)

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA. Any energy produced and flowing into the grid before COD shall not be at the cost of SECI under this RfS and SPD will be free to make short-term sale to any organization or individual. SECI may agree to buy this power as a trader if it finds it viable outside this RfS.

24 Minimum Paid Up Share Capital to be Held by Project Promoter

24.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.

24.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
iv. Transfer of shares within the members of Immediate Promoter Group only.
v. Transfer of shares to IEPF.
vi. Issue of Bonus Shares.

24.3 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD, except with the prior approval of SECI. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

24.4 In case of the selected Bidder itself executing the PPA, it shall ensure that its promotors shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

24.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.

24.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that the management control remains within the same group of companies.

24.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

25 *Instructions to Bidders for Structuring of Bid Proposals in Response to RfS*

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – C. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i. Covering Letter as per **Format 7.1.**

ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

iii. Declaration of Bid Security as per **Format 7.3 A.**

iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

v. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

vi. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

vii. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

viii. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7.**

ix. A disclosure statement as per **Format 7.8/ 7.8A** regarding participation of any related companies in the bidding process.

x. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).

xi. Covering letter for the financial bid as per **Format 7.10.**

xii. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.11** (separately for each Project).

xiii. Attachments

i. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

26 Important Notes and Instructions to Bidders

26.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

26.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 20 of the RfS.

26.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

26.4 If the event specified at Clause 26.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

26.5 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder.

26.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

26.7 The response to RfS shall be submitted as mentioned in Clause 25 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

26.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

26.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

26.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

26.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.

26.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.

26.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

26.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

26.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD

and SECI as well as SECI and buying utility(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

26.16 All the financial transactions to be made with SECI including success charges, delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

27 Non-Responsive Bid

The response to RfS submitted by the bidder along with the documents submitted **online** to SECI shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

(a) Non-submission of the requisite Cost of RfS and/or Bid Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
(e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(f) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

28 Method of Submission of Response to RfS by the Bidder

28.1 **Documents to be Submitted Offline (in Original)**

The bidder has to submit original of following documents **offline.**

i. DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

ii. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

No documents will be accepted in person, on or before the date of bid submission. DDs/Pay Orders against the cost of RfS document and bid processing fee may be submitted in person or via post/courier, subsequent to expiry of bid submission deadline and upto the date as on two (2) working days after the deadline.

For e.g., if the bid submission deadline is 18:00 hrs on 05.09.2021, the above deadline will expire at 18:00 hrs on 07.09.2021. In case of the above deadline being a holiday, the

next working day in SECI will be the deadline for submission of DD/Pay Order against Cost of RfS Document and Bid Processing Fee.

Note: In all cases, the DDs against the above fee (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

Selection of Solar Power Developers for Setting up of 1200 MW ISTS-Connected Solar PV Power Projects in Karnataka under tariff-based Competitive Bidding (ISTS-X)	
Cumulative Capacity of the projects applied for	_____ *MW*
No. of Projects Bid for	
RfS Reference No.	SECI/C&P/SPD/ISTS-X/RfS/1200MW/072021 dated _____
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**ED (C & P)** **Solar Energy Corporation of India Limited** **6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023** **Tel No. 011-71666212** **Email - *contracts@seci.co.in***

28.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-C of the RfS. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the forms.

If the Bidder has submitted bid online and fails to submit the DDs/Pay order against cost of RfS Document and bid processing fee offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, ***https://www.bharat-electronictender.com*** which should contain the following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

a. Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, and 7.9 as elaborated in Clause 25 of the RfS.
b. All attachments elaborated in Clause 25 of the RfS, under the sub-clause xii: Attachments, with proper file names.
c. All supporting documents regarding meeting the eligibility criteria.
d. Scanned Copies of NEFT/RTGS details towards Cost of RfS Document as mentioned in Bid Information Sheet.
e. phrases for Techno-commercial and Financial bids submitted on the ETS portal, in line with Section III, Cl. 21.8 of the RfS. No hard copy submission of the pass-phrase will be accepted.

The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

Submission of Pass-phrases: In line with Clause 26.8 and Annexure-C, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. Financial Bid (Second Envelope)

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

(a) Covering letter as per Format - 7.10 of the RfS
(b) Preliminary Estimate of Cost of the Project as per Format 7.11

For each substation chosen by the Bidder, only a single tariff bid for the cumulative Project capacity quoted by the bidders, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. In other words, the bidder may quote separate tariff for each substation chosen. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.
(b) In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
(c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
(d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadline and fails to submit the pass phrases in the ETS portal within

2 working days after bid submission deadline, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened.

For e.g., if the bid submission deadline is 18:00 hrs on 05.07.2021, the above deadline will expire at 18:00 hrs on 07.07.2021. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for online submission of Pass-phrases in the ETS portal.

29 Notice Board for Display

The SPD will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before declaration of COD.

___ MW ISTS-Connected Solar PV Power Project

Owned and operated by

---------- (insert name of the SPD)

[Under RfS for Selection of Solar Power Developers for Setting up of 1200 MW ISTS-connected Solar PV Power Projects in Karnataka under Tariff-based Competitive Bidding (ISTS-X)
by
Solar Energy Corporation of India Limited]

30 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

31 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

32 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

32.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.

32.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal https://www.bharat-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

32.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

32.4 Enquiries/ Clarifications may be sought by the Bidder from

Name of the Authorized Person of SECI:	Contact Details:
Shri Pratik Prasun Manager (C & P)	Phone (Off): 011-24666237 Email: ***pratikpr@seci.co.in***
Shri Biblesh Dy. Manager (C & P)	Phone (Off): 011-24666270 Email: ***biblesh@seci.co.in***
Shri Jayansh Gaur Senior Engineer (C & P)	Phone (Off): 011-24666281 Email***: jayansh.gaur@seci.co.in***

33 Right of SECI to Reject a Bid

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders (if applicable).

34 Post Award Compliances

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. SECI shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by SECI for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

35 General Eligibility Criteria

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

35.1 The Bidder shall be a Company as defined.

35.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

35.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 35.7 of the RfS shall be applicable.

35.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

ii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

iii. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
   i. An entity incorporated, established or registered in such a country; or
   ii. A subsidiary of an entity incorporated, established or registered in such a country; or

iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
iv. An entity whose beneficial owner is situated in such a country; or
v. An Indian (or other) agent of such an entity; or
vi. A natural person who is a citizen of such a country; or
vii. A consortium where any member of the consortium falls under any of the above.

iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

v. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

35.5 Limited Liability Partnership (LLPs) are not eligible for participation.

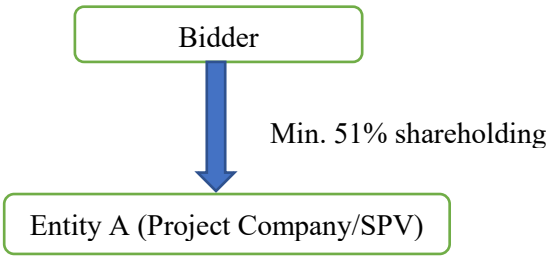
35.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

35.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project, except with the prior approval of SECI. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

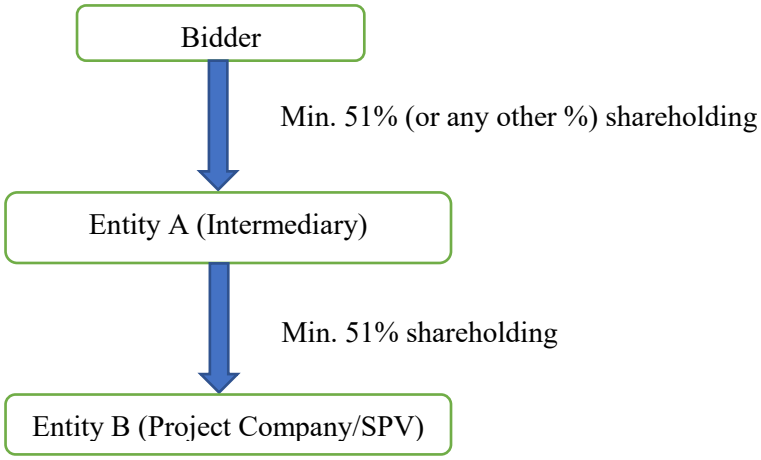
35.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

35.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 35.3 and 35.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

36 Technical Eligibility Criteria

36.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 21 of the RfS. The undertaking shall be submitted as per enclosed Format 7.8.

36.2 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

36.3 The bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of "Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels", while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and imposition of taxes/duties as laid out in the above OM, will not be considered under "Change in Law" under the PPA. The Projects shall also comply with the criteria for energy supply as detailed in Clause No. 8 in Section-III, of the RfS.

37 Financial Eligibility Criteria

37.1 **Net-Worth**

i. The Net Worth of the Bidder should be equal to or greater than **INR 80 Lakhs per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2020-21 or as on the day at least 7 days prior to the bid submission deadline.

ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.

iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

37.2 **Liquidity**

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

i. A minimum annual turnover of **INR 41.45 Lakhs/MW** of the quoted capacity during the previous FY, 2020-21 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

ii. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 8.30 Lakhs/MW** of the quoted capacity, as on the last date of previous FY, 2020-21, or as on the day at least 7 days prior to the bid submission deadline.

iii. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 10.36 Lakhs/MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

37.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 37.1 and 37.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

37.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the

Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

37.5 A Company/Consortium would be required to submit annual audited accounts for the last FY, 2020-21, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

37.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 37.6 above.

37.7 In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100 MW, then, total Net-Worth to be met by the Consortium is Rs. 80 Lakhs x 100 MW = Rs. 80 Crores. Minimum requirement of Net-Worth to be met by Member A would be Rs. 56 Crores and to be met by Member B would be Rs. 24 Crores. Similar methodology shall be followed for computation of Liquidity requirement.

37.8 **Note:** Wherever applicable, audited accounts for the last FY, 2020-21 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2020-21 are not available, then, audited annual accounts of FY 2019-20 can be considered.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

38 Bid Evaluation

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

39 Techno-Commercial Evaluation of Bidders (Step 1)

39.1 Bid opening (online) will be done only after the deadline for submission of pass-phrases in the ETS portal.

For e.g., if the bid submission deadline is 18:00 hrs on 05.07.2021, the online bid opening will be conducted on 08.07.2021. In case of the above deadline being a holiday, the bids will be opened on the next working day.

39.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by SECI, shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

39.3 Subject to Clause 27 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.

39.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

40 Financial Bid Evaluation (Step 2)

40.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

40.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

40.3 For each Delivery Point (Substation) chosen by the Bidder, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for the cumulative Project capacity quoted at that Delivery Point. **The tariff has to be quoted in Indian**

Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

40.4 In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders, on Substation basis.

40.5 For each Substation, on completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.

40.6 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

40.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 41.2 of the RfS.

40.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	*L1*
B2	₹ 2.20 (Tariff in ₹/ kWh)	*L2*
B3	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B4	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B5	₹ 2.43 (Tariff in ₹/ kWh)	*L4*
B6	₹ 2.60 (Tariff in ₹/ kWh)	*L5*
B7	₹ 2.65 (Tariff in ₹/ kWh)	*L6*
B8	₹ 2.69 (Tariff in ₹/ kWh)	*L7*
B9	₹ 2.70 (Tariff in ₹/ kWh)	*L8*

41 Reverse Auction (Step 3)

41.1 The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the days as intimated by SECI to the eligible bidders. **Reverse Auction will be conducted separately for each of the two Designated Delivery Points. For each substation, e-RA will be held for a maximum capacity of 600 MW. Following provisions will be applicable separately for each Substation.**

41.2 The total number of eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and
S_k = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards

S_E = (Eligible capacity for award)	(i) In case $S_T \leq 600$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 600$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 600 MW.	
n = {	T, if T=m or m+1	Where **m** =Total number of techno-commercially qualified bidders **(***after ranking is done in ascending order from L1 onwards***)** such that ($S_{m-1} < S_E$ MW and $S_m \geq S_E$) and $1 \leq m \leq T$
	m+(T-m)/2, if $S_m \geq S_E$ and T-m is even	
	m+(T-m+1)/2, if $S_m \geq S_E$ and T-m is odd	

Total eligible Bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.

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

Total bid capacity of techno-commercially shortlisted bidders = S_T=3440 MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	m	S_E	n	Shortlisted Bidders
1	B3	L1	250	10	8	600 MW	2*	B3
2	B5	L2	600					B5
3	B1	L3	300					B1
4	B4	L3	200					B4
5	B2	L4	250					B2
6	B6	L5	170					B6
7	B7	L6	80					B7
8	B8	L7	240					B8
9	B9	L8	750					B9
10	B10	L9	600					

**n=2+(10-2)/2=6 as per the above formula*

41.3 At least 7 days prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be meeting the qualification requirements. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 41.2 above.

41.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.

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

ii. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can quote its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

iii. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

iv. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

v. In the bidder's bidding window, the following information can be viewed by the bidder:

   a. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

   b. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

vi. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

   a. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

   b. Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

   c. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

42 Selection of Successful Bidders

42.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Yellow" zones as per Clause 41.5(vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

42.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:

   a. In case the cumulative capacity shortlisted as per the range exceeds S_E (capacity eligible for award as per Clause 41.2), the list of Successful Bidders shall be limited by S_E.

   b. In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range),

and the cumulative capacity exceeds S_E, time stamping of bidders shall be used to limit allocation of cumulative capacity up to S_E. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of S_E, will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to S_E.

c. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

d. In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:

- Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- Step 2: Ranking will be done based on draw of lots.

42.3 **Illustration:** Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 2.50/kWh
- The range (L1+2% of L1): Rs. 2.55/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	50	50	NA	2.50	L1
L2	50	100	NA	2.51	L2
L2	100	200	NA	2.51	L2
L3	100	300	NA	2.53	L3
L4	150	450	NA	2.54	L4
L5	50	500	16:00:01	2.55	L5
L5	100	600	16:00:02	2.55	L5
L5	100	700	16:00:03	2.55	---
L6	200	900	NA	2.56	---
L7	300	1100	NA	2.60	---

Note: The allocation of cumulative project capacity shall be closed at S_E. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW. In case of the last Successful Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder,

subject to the maximum cumulative capacity not exceeding S_E, being awarded under the RfS.

42.4 In case the partial capacity offered to the last Successful Bidder as per Cl. 42.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity. Such refusal shall be intimated to SECI within 7 days of completion of e-RA and not later than 7 days of issuance of LoAs by SECI, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

42.5 In case the partial capacity offered to the last Successful Bidder as per Cl. 42.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Successful Bidder refuses to accept such partial capacity offered by SECI, the bidder including their Parent, Ultimate Parent, and 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.

43 Issuance of LOAs

At the end of selection process, Letters of Award (LoAs) will be issued to the successful Bidders for each Project, at the respective substation. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.

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 6. DEFINITIONS OF TERMS

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

44.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

44.2 **"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.

44.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.

44.4 **"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 and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by SECI.

44.5 **"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.

44.6 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

44.7 **"BID CAPACITY"** shall mean aggregate project capacity of the Solar PV Power Project(s) as proposed by the Bidder.

44.8 **"BUYING ENTITY"** shall mean any Discom/distribution licensee that requires Solar Power to fulfil its solar RPO under respective RPO regulations.

44.9 **"CAPACITY UTILIZATION FACTOR or CUF"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%.

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

44.10 **"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.

44.11 **"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.

44.12 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 23 of the RfS.

44.13 **"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, based on which the PPA is executed with SECI.

44.14 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the PPA 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:

i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

44.15 **"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.

44.16 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

44.17 **"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

44.18 **"DAY"** shall mean calendar day.

44.19 **"EFFECTIVE DATE"** shall mean the date as on 90th day from the date of issuance of Letter of Award (LoA), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.

44.20 **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

44.21 **"FINANCIAL CLOSURE"** or **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the SPD towards 100% Project Cost 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.

44.22 **"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, if any, issued until the last date of bid submission of this RfS.

44.23 **"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, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

44.24 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point or multiple points at 220kV or above, where the power from the Project(s) is injected into the identified ISTS Substation (including the dedicated transmission line connecting the 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.

44.25 **"INTERMEDIARY PROCURER"** shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the distribution licensee(s).

44.26 **"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).

44.27 **"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 until 01 (one) year after the Commercial Operation Date (COD) of the Project.

44.28 **"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.

44.29 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

44.30 **"LLC"** shall mean Limited Liability Company.

44.31 **"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.

44.32 **"MONTH"** shall mean calendar month.

44.33 **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

44.34 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

44.35 **"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.

44.36 **"POOLING SUBSTATION/POOLING POINT"** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

44.37 **"PGCIL"** or **"POWERGRID"** shall mean Powergrid Corporation of India Limited.

44.38 **"PROJECT"** or "**SOLAR PV PROJECT"** or **"SOLAR POWER PROJECT"** shall mean the Solar PV power generation facility having single point of injection into the grid at Interconnection/Delivery/Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include al units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI.

44.39 **"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.

44.40 **"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 PPA.

44.41 **"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 the Project and signing of PPA with SECI.

44.42 **"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.

44.43 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/SPD/ISTS-X/RfS/1200 MW/072021 dated 14.07.2021.

44.44 **"SECI"** shall mean Solar Energy Corporation of India Limited.

44.45 **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicated in Clause 9 of the RfS.

44.46 **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

44.47 **"SOLAR PV PROJECT"** or **"SOLAR POWER GENERATING SYSTEM/ STATION"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

44.48 **"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.

44.49 **"TOE"** shall mean Tender Opening Event.

44.50 **"TRADING MARGIN"** shall mean the margin on sale of solar power to State Utilities/ Discoms/ other Bulk Consumers under this RfS being charged by SECI and shall be @ INR 0.07/kWh.

44.51 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

44.52 **"WEEK"** shall mean calendar week;

SECTION 7. SAMPLE FORMS & 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 4 and other submission requirements specified in the RfS.

Format 7.1

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
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. …….. dated …….. for …….(Insert title of the RfS)

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 the Term of the PPA 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 1200 MW, including this response to RfS.

We are submitting RfS for the development of following Project(s) (Tables to be filled individually for each substation. Strike out the table which is not applicable): -

a. **Name of the substation**: - Koppal

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

**The preferences of the Projects shall be considered only for the last successful bidder for the respective substation, whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 42.3 of the RfS.*

b. **Name of the substation**: - Gadag

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

**The preferences of the Projects shall be considered only for the last successful bidder for the respective substation, whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 42.3 of the RfS.*

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 9 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/POI of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clauses 17 & 18 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 the timeline as stipulated in the RfS 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 7 (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/yy*yy) for acceptance [i.e. a period of 270 (Two Hundred Seventy) 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.

Annexure to Covering letter-Generation profile in line with Clause 20.2 of the RfS.

Format 7.2

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 of ……..……and having its Registered/ Head Office at ……..…….as 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 of .....under 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-6, Definition of Terms of the RfS.

Format 7.3A

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 27 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 7.3 B

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 …… [*Insert title of the* RfS] 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 executers, administrators, successors and assignees) and selecting the 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 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).

Format 7.3 C

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

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 Contracted 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 executers, administrators, successors and assignees) and selecting the Project of the Solar Power Developer (SPD) 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 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____for _____(insert title of the RfS), 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 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____dated _____issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

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 _____ (insert title of the RfS);

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	**Percentage**
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after COD.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.

15. This Agreement

    a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
    b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
    c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s---------- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature----------	2) Signature ----------
Name:	Name:
Address:	Address:

For M/s----------[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature ----------

Name:

Address:

2) Signature ----------

Name:

Address:

For M/s----------[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature ----------

Name:

Address:

(2) Signature ----------

Name:

Address:

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. _____ Date: _____

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

_____

Tel.#:
Fax#:
E-mail address#
To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs…….. Cr. (…… in words) as on the last date of Financial Year 2020-21 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 37.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ---------- Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2020-21 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			

Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR ----------Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria, by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2020-21 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR ----------Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

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

(Signature & Name of the Authorized Signatory)

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

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

(iii) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____(insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref.No. _____ Date: _____

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

_____

_____

Tel.#: Fax#:
E-mail address#

To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for Selection of Solar Power Developers for Setting up of 1200 MW ISTS-connected Solar PV Power Projects in Karnataka (ISTS-X)

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ dated _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), 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.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause A.4., Section-IV of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl.11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above

compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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 7.8 A

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____ Date: _____

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

_____

_____

Tel.#: Fax#:
E-mail address#

To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No._____.

We undertake that M/s _____(enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), 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.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause A.4., Section-IV of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ (Enter the name of the RfS). We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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.

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM No 6/18/2019-PPD dated 23.07.2020

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company/Member of Consortium*)
_____
_____
Tel.#:
Fax#:
E-mail address#

To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to the RfS No …… dated ……

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.
Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Signatory.
Encl: OM dated 23.07.2020, as referred above

Format 7.9

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)
(To be Submitted Separately for each Project)

Ref. No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/Member of Consortium*)
_____
_____
Tel.#:
Fax#:
E-mail address#

To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 23** under the title "Financial Closure" that the following details shall be furnished within **12 (twelve) months** from Effective Date of the PPA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.
Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____ Date: _____

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

_____

_____

Tel.#:
Fax#:
E-mail address#

To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/ We, _____ (*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ firm for _____ number of Project(s) for a cumulative capacity of ____ MW in Karnataka as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

Notes:

1. *For each substation identified, there can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects for a single substation, then the bid shall be considered as non-responsive.*

2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

5. *Tariff should be in Indian Rupee up to two decimal places only.*

Format 7.11

PRELIMINARY ESTIMATE OF COST OF SOLAR POWER PROJECT

(To be submitted separately for each Project)

Project Capacity: …….MW

Location: ……

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	PV Modules		
2.	Land Cost		
3.	Civil and General Works		
4.	Mounting Structures		
5.	Power Conditioning Unit		
6.	Evacuation Cost up to Inter-connecting point (Cables and Transformers)		
7.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
8.	Others (Please specify)		
9.	**Total Project Cost**		

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory.

Annexure - A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

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

1. SPV MODULES

a. The SPV modules used in the grid solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

b. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. POWER CONDITIONERS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Indian Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

5. WARRANTY

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years**.**

6. IDENTIFICATION AND TRACEABILITY

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m2, AM 1.5, 250C)
vi. Wattage, Im, Vm and FF for the module
vii. Unique Serial No. and Model No. of the module
viii. Date and year of obtaining IEC PV module qualification certificate
ix. Name of the test lab issuing IEC certificate
x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24x7 basis.

8. SAFE DISPOSAL OF SOLAR PV MODULES

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. CAPACITY OF SOLAR PV PROJECTS

i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.

iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.

iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.

v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

Annexure-B

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No. _____ dated _____)

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

Project Company Name _____

Project ID:-_____

LOA No. - _____. Dtd. -_____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Clause 21 of the RfS, including subsequent amendments & clarifications)

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

Note:-

(i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A.**

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

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

3.0 Technical Parameters of the Project (Clause 36 of the RfS)

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

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

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

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

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to SECI on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 3 years from the date of commissioning of the project.

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

Performa 'A-1'

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

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

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

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

Board Resolution from _____ (Project Company)

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

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

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

Annexure - C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

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

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited ***https://www.bharat-electronictender.com*** through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

Auction
The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   a) Query to SECI (Optional)
   b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in e-Reverse Auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer ***http://www.cca.gov.in***].

Registration

To use the ElectronicTender® portal ***https://www.bharat-electronictender.com***, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS ***https://www.bharat-electronictender.com***. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

   Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072* *(From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)*
Email-ID	*support@isn-ets.com [Please mark CC: support@electronictender.com]*

Some Bidding Related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 28.1 of the RfS, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the**

information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal ***https://www.bharat-electronictender.com***, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for

responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.

4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

- A valid e-mail ID of the Organization/ Firm

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SECI shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
   a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and

the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.

c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.

d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.

e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.

f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS document.

h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.

i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: ***https://www.bharat-electronictender.com.***

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a	Yes

	'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.