



**Request for Selection (RfS) Document  
for  
Selection of Project Developer for Setting up of 8 MW  
Grid-Connected Waste to Energy Project in Kanpur,  
Uttar Pradesh, India under Tariff-Based Competitive  
Bidding (WTE-1)**

**RfS No. SECI/C&P/IPP/17/0008/21-22 dated: 31.12.2021**

**Tender Search Code on ISN-ETS: SECI-2021-TN000014**

***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: 31.12.2021

## BID INFORMATION SHEET

The brief details of the RfS are as under:

|                      |   |  |                      |                                  |                   |                                  |
|----------------------|---|--|----------------------|----------------------------------|-------------------|----------------------------------|
| <b>(A)</b>           | <b>NAME OF WORK/<br/>BRIEF SCOPE OF<br/>WORK/ JOB</b>                       | <p>1. Selection of the Project Developer for Setting Up of 8 MW Grid-Connected Waste to Energy Project in Kanpur, Uttar Pradesh, India under Tariff-based Competitive Bidding (WTE-1).</p> <p>2. Connectivity shall be in the scope of the Project Developer.</p>  |                      |                                  |                   |                                  |
| <b>(B)</b>           | <b>RfS NO. &amp; DATE</b>   | SECI/C&P/IPP/17/0008/21-22 Dated: 31.12.2021   |                      |                                  |                   |                                  |
| <b>(C)</b>           | <b>TYPE OF BIDDING<br/>SYSTEM</b>   | <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID<br/>SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID<br/>SYSTEM</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>  | SINGLE BID<br>SYSTEM | <input type="text"/>             | TWO BID<br>SYSTEM | <input type="text" value="Yes"/> |
| SINGLE BID<br>SYSTEM | <input type="text"/>  |  |                      |                                  |                   |                                  |
| TWO BID<br>SYSTEM    | <input type="text" value="Yes"/>  |  |                      |                                  |                   |                                  |
| <b>(D)</b>           | <b>TYPE OF RfS/<br/>TENDER</b>  | <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>   | E-TENDER             | <input type="text" value="Yes"/> | MANUAL            | <input type="text"/>             |
| E-TENDER             | <input type="text" value="Yes"/>  |  |                      |                                  |                   |                                  |
| MANUAL               | <input type="text"/>  |  |                      |                                  |                   |                                  |
| <b>(E)</b>           | <b>COMPLETION/<br/>CONTRACT<br/>PERIOD</b>                                  | As mentioned in RfS Document   |                      |                                  |                   |                                  |
| <b>(F)</b>           | <b>DOCUMENT FEE/<br/>COST OF RfS<br/>DOCUMENT<br/>(NON-<br/>REFUNDABLE)</b> | <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of SECI, along with the response to RfS</p> | APPLICABLE           | <input type="text" value="Yes"/> | NOT APPLICABLE    | <input type="text"/>             |
| APPLICABLE           | <input type="text" value="Yes"/>  |  |                      |                                  |                   |                                  |
| NOT APPLICABLE       | <input type="text"/>  |  |                      |                                  |                   |                                  |

|                |  |  |            |                              |                |                          |
|----------------|--|--|------------|------------------------------|----------------|--------------------------|
| (G)            | <b>BID PROCESSING FEE</b>                        | <table border="1" data-bbox="651 219 1233 409"> <tr> <td data-bbox="651 219 954 331">APPLICABLE</td> <td data-bbox="954 219 1233 331"><input type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="651 331 954 409">NOT APPLICABLE</td> <td data-bbox="954 331 1233 409"><input type="checkbox"/></td> </tr> </table> <p data-bbox="624 443 1398 555">Rs. 3 Lakh +18% GST to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS</p>   | APPLICABLE | <input type="checkbox"/> Yes | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE     | <input type="checkbox"/> Yes                     |  |            |                              |                |                          |
| NOT APPLICABLE | <input type="checkbox"/>                         |  |            |                              |                |                          |
| (H)            | <b>EARNEST MONEY DEPOSIT (EMD)</b>               | <table border="1" data-bbox="651 589 1233 779"> <tr> <td data-bbox="651 589 954 701">APPLICABLE</td> <td data-bbox="954 589 1233 701"><input type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="651 701 954 779">NOT APPLICABLE</td> <td data-bbox="954 701 1233 779"><input type="checkbox"/></td> </tr> </table> <p data-bbox="624 790 1398 902">Amount: INR 18,00,000/- (Indian Rupees Eighteen Lakhs) per MW to be submitted in the form of Bank Guarantee along with the Response to RfS</p>  | APPLICABLE | <input type="checkbox"/> Yes | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE     | <input type="checkbox"/> Yes                     |  |            |                              |                |                          |
| NOT APPLICABLE | <input type="checkbox"/>                         |  |            |                              |                |                          |
| (I)            | <b>PERFORMANCE BANK GUARANTEE</b>                | <table border="1" data-bbox="627 938 1302 1104"> <tr> <td data-bbox="627 938 978 1028">APPLICABLE</td> <td data-bbox="978 938 1302 1028"><input type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="627 1028 978 1104">NOT APPLICABLE</td> <td data-bbox="978 1028 1302 1104"><input type="checkbox"/></td> </tr> </table>  | APPLICABLE | <input type="checkbox"/> Yes | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE     | <input type="checkbox"/> Yes                     |  |            |                              |                |                          |
| NOT APPLICABLE | <input type="checkbox"/>                         |  |            |                              |                |                          |
| (J)            | <b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b> | <p data-bbox="624 1115 1398 1234"><b>Pre-Bid Meeting:</b><br/>Scheduled as per NIT on ISN-ETS portal and/or SECI website.</p> <p data-bbox="624 1283 1398 1570"><b>Site Visit: Scheduled on 19.01.2022</b><br/>Prospective Bidders are advised to visit the site to study the actual conditions and go through the plans/ drawings connected to the present scope of work etc. including power evacuation system and Ground based Project capacities and get acquainted with the same before attending Pre-bid meeting.</p> <p data-bbox="624 1619 1398 1697"><u>For seeking visit of site or any site related clarifications bidders may contact the Following Officials</u></p> <ol data-bbox="675 1709 1286 2074" style="list-style-type: none"> <li><b>Sh. R K Singh</b><br/>Executive Engineer<br/>+91-8601800828<br/>Kanpur Municipal Corporation</li> <li><b>Sh. S D Singh</b><br/>+91-8175087582<br/>SWM-Specialist, SBM (Urban)<br/>Urban Development Department, Lucknow<br/>Govt. of Uttar Pradesh</li> </ol> |            |                              |                |                          |

|     |   |   |
|-----|---|---|
| (K) | <b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>                                     | As per NIT on ISN-ETS portal  |
| (L) | <b>TECHNO-COMMERCIAL BID OPENING</b>  | As per NIT on ISN-ETS portal  |
| (M) | <b>e-REVERSE AUCTION (e-RA)</b>   | Will be informed to eligible bidders.<br>Date and time of e-RA shall be intimated through email.  |
| (N) | <b>CONTACT DETAILS OF ISN-ETS Portal</b>  | M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b><br>Gurugram<br>Contact Person: ISN-ETS Support Team<br>Customer Support: +91-124-4229071,4229072<br>(From 10:00 Hrs to 18:00 Hrs on all working Days i.e., Monday to Friday except Govt. Holidays)<br>Email: support@isn-ets.com   |
| (O) | <b>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)</b> | <b>Sh. Ajay Kumar Sinha</b><br>Additional General Manager (Contracts & Procurement)<br>Solar Energy Corporation of India Limited<br>6 <sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023<br><br>Contact No.: 011 24666220<br>Email: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>   |
| (P) | <b>DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED</b>            | 1) Sh. Biblesh Meena<br>Deputy Manager (C&P)<br>Contact No.: 011-24666270<br><a href="mailto:biblesh@seci.co.in">biblesh@seci.co.in</a><br><br>2) Sh. Uday Pavan<br>Deputy Manager (Solar)<br>Contact No.: 011-24666254<br><a href="mailto:udaypavankk@seci.co.in">udaypavankk@seci.co.in</a><br><br>3) Sh. Manish Kumar<br>Senior Engineer (Schemes)<br>Contact No.: 011-24666296<br><a href="mailto:manish.kk@seci.co.in">manish.kk@seci.co.in</a><br><br>4) Sh. Swapnil Gandhi<br>Executive Trainee (C&P)<br>Contact No.: 011-24666270<br><a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a> |

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](http://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](http://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](http://www.seci.co.in) and the details will be available only 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. Further, SECI is venturing into New and Innovative technologies such as E-Mobility Sector and development of Waste to Energy Plant, to be taken up in Phases.
- 1.2. Ministry of New and Renewable Energy (MNRE) has issued “Programme on Energy from Urban, Industrial, Agriculture Wastes/ Residues and Municipal Solid Waste (2019-20)- Revised Guidelines of Waste to Energy Programme- 28.02.2020 to promote setting up of projects for recovery of energy from Municipal Solid Waste (MSW) for feeding power into the grid and for meeting captive power, thermal and vehicular fuel requirements. The Programme was valid till 31.03.2021 and proposal for continuation of above Programme is being reviewed by MNRE. The Guidelines provides for Central Financial Assistance in the form of capital subsidy and Grants-in-Aid for installation of plants of recovery of energy/power from Municipal Solar Waste. Kanpur Municipal Corporation (the “**Authority**”) is responsible for providing municipal and civic services to the citizens of Kanpur, including collection, transportation and disposal of Municipal Solid Waste (MSW) generated within their jurisdiction.
- 1.3. As part of this endeavour, SECI has associated with Department of Urban Development (DoUD), Govt of Uttar Pradesh through a Memorandum of Understanding and has initiated this bidding process on Build, Own and Operate basis a RDF Based Waste to Energy Plant (the “**Project**”) at Kanpur for supply of Power to SECI and further to Buying Entity. The SECI has been considered to carry out the bidding process for selection of the developer, to whom the Project will be awarded.
- 1.4. SECI wishes to invite proposals for setting up of 8 MW (Contracted Capacity) STU Grid-connected RDF Based Waste to Energy Project in India, on Build-Own-Operate (B-O-O) basis in Kanpur, Uttar Pradesh, India. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Power from Waste to Energy project for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The power procured under this PPA shall be supplied to Buying Entity (UPPCL) on back to back-to-back basis. The standard PPA document shall be shortly uploaded and can be downloaded from ISN-ETS portal <https://www.bharat-electronictender.com>.

- 1.5. Power procured by SECI from the above Project has been provisioned to be sold to the Discoms of Uttar Pradesh, which shall be the Buying Entity under this RfS. The Buying Entities shall procure power under the RfS through Uttar Pradesh Power Corporation Ltd. (UPPCL), which is the authorized representative for signing the Power Sale Agreement, on behalf of the Discoms. SECI shall be an intermediary nodal agency for procurement of power supplied by the Project Developer and sale of such power to the Buying Entity(ies) entirely on back-to-back basis based on due performance by the Project Developer as well as the Buying Entity(ies).
- 1.6. The scope of work will broadly include setting up of WTE Plant, operation and maintenance for the entire plant life. The Authority shall supply the RDF to the project developer from their Processing facility. The Project Developer shall process/recycle the rejects/residues before landfill as per the Solid Waste Management Rules, 2016.
- 1.7. The Bidders will be free to avail fiscal incentives like Central Financial Assistance (CFA), 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 CFA, fiscal incentives 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.
- 1.8. Already commissioned projects cannot be considered under this RfS. Projects installed with new plant/machinery under this Request for Selection (RfS) only shall be eligible for installation under this RfS/Guideline.

## **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 this RfS. The respective rights of SECI and the Bidder/Project Developer shall be governed by the RfS Documents/Agreement signed between SECI and the Project Developer 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 (ETI) 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 proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD 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 RfS. 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 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS document.
- 2.7 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.
- 2.8 **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 Project Developer shall be required to set up Grid-connected Waste to Energy Project, with the primary objective of supplying Power to SECI, as per the provisions of this RfS and PPA.
- 3.2 ULB/DoUD will supply of minimum 550 TPD of Refuse Derived Fuel (RDF) of minimum Calorific value of 1800 Kcal/Kg. The Developer shall also ensure storage arrangement for the RDF being made available by the ULB/DoUD, for a duration of 45 days of plant operation.
- 3.3 Installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the Grid network for supply of power to SECI, will be under the scope of the Project Developer. Project Developer shall execute the project at the land/location identified and provided by DoUD on nominal lease basis. ULB will provide the well-demarcated, non-encroached land free from all the encumbrances to the Project Developer.
- 3.4 The Project to be selected under this RfS provide for deployment of Waste to Energy Technology. However, the selection of Project would be technology agnostic.

### 4 *Total capacity offered*

- 4.1 Selection of the Project Developer to setup Waste to Energy Project of 8 MW Contracted Capacity project capacity will be carried out through e-bidding followed by e-Reverse Auction process. The Waste to Energy Power Plant will be setup in the Kanpur District in Uttar Pradesh.

### 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:

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid for entire **8 MW** Contracted capacity at the delivery point, in the prescribed formats. **Note:** In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 5.1 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Project is elaborated in Section-5 of the RfS.
- 5.2 Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

### 6 *Project Location*

- 6.1 The Project shall be located at the designated location as per information given in Section-8 of this RfS.

## **7 Connectivity with the Grid**

- 7.1 The Project should be designed for interconnection with the grid in accordance with the prevailing SERC regulations in this regard. For interconnection with the grid and metering, the Project Developer 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 Grid shall be 11 kV.
- 7.2 The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the Project Developer at its own cost. The responsibility of getting the connectivity shall be entirely with Project Developer at its own cost. The maintenance of Transmission system up to the Delivery point shall be responsibility of the Project Developer, to be undertaken entirely at its cost and expense.
- 7.3 The entire cost of Sub-transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges as applicable from the Project up to and including at the Delivery Point will be borne by the Project Developer.
- 7.4 The Project Developer shall be required to follow the detailed Connectivity Procedure as issued by SERC and amended from time to time. The Bidders are free to choose the substation(s) for Interconnection of the Project to the grid; however, the Bidders shall apply due diligence while choosing the proposed substation.
- 7.5 The connectivity to the Project Developer may be provided by the concerned Discom/STU, as the case may be, prior to commissioning of the project on the request of the Project Developer, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.
- 7.6 Metering arrangement of the Project shall adhere to the relevant Provisions of the PPA/PSA and shall be in acceptance to the concerned authority.
- 7.7 The Project Developer shall comply with UPERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and shall be responsible for all liabilities related to Open Access and Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the Project Developer and any financial implication on account thereof shall be borne by the Project Developer. The Project Developer shall be solely responsible for any discrepancy in Scheduling (if any) and its identification and rectification to avoid any rejection of payment of invoice(s).
- 7.8 Reactive power charges and charges against power drawn from grid shall be as per SERC regulations, and to be payable by Project Developer as per provisions of PPA.
- 7.9 The Project Developer is free to install additional WTE capacity to account for auxiliary consumption in the Project.
- 7.10 The Buying Entity (UPPCL) will be responsible for all the losses and charges as applicable under the respective regulations beyond Delivery Point.

The Project Developer shall apply for connectivity 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 & DoUD at the earliest.

## **8 Energy Supply by the Project Developer**

### **8.1 Criteria for Energy Supply**

The Project Developer shall be obliged to make the plant available round the clock basis for the full capacity for scheduling of power by the Buying Entity.

- a) The procurement shall be in power (MW) terms. The Project Developer shall install, operate and maintain the Project to supply power from waste to Energy project, on Round-The-Clock basis, keeping at least 80% Availability annually.
- b) ULB/DoUD will also ensure such supply of RDF for 300 days in a year. In case ULB/DoUD not able to supply RDF for 300 days in a year and could not be operated (or required to operate below 55% of PLF) due to non-availability of committed RDF by ULB/DoUD, ULB/DoUD shall pay INR. 1 Rupee/Unit compensation to Project Developer at 55% PLF (or to the extent of PLF lower than 55%). These provisions shall not be applicable in case of force majeure.
- c) Unless otherwise notified by the Project Developer, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The Project Developer shall declare the Availability corresponding to the Project for each time-block within the timelines as per Applicable Laws and Regulations. It is to be noted that the summation of generation schedule of waste to energy Power cannot be more than the Contracted Capacity in any time block.
- d) The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the Project Developer through SECI for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Buying Entity shall not as for despatch in excess of the declared Availability by the Project Developer, unless mutually agreed between the Project Developer and the Buying Entity.
- e) Pursuant to the provisions of Clause c above, the Project Developer shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.
- f) It is mandated to make available the plant to the buying entity on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the buying entity.
- g) The Project Developer is free to install additional machinery/capacity to account for auxiliary consumption in the Project.
- h) At the time of bid submission, the Bidder is required to submit the energy from WTE plant that he wishes to supply in any Contract Year. Additionally, the Bidder shall also

submit the assured minimum quantum of annual energy (MWh) to be supplied in any Contract Year, as part of response to RfS. The above value will remain unchanged subsequent to bid submission, and will be incorporated in the PPA.

The minimum annual energy committed by the Bidder shall be more than or equal to the minimum energy calculated based on the contracted capacity considering the minimum requirements of 80% availability. An illustration to this effect is provided as follows:

Minimum annual energy from WtE Plant =  $M = (8 \times 8766 \times 0.80)$  MWh.

Actual annual energy committed = A MWh.

As per the tender conditions, A shall be greater than or equal to M, failing which, the submitted minimum quantum will be automatically modified to M.

For the first year from the date of commissioning the minimum requirement of availability shall be 65%. An illustration to this effect is provided as follows:

Minimum annual energy from WTE Plant =  $M = (8 \times 8766 \times 0.65)$  MWh.

For any Contract Year, the Bidder shall maintain energy supply such that the total annual energy offered from RE sources is more than or equal to the assured minimum quantum as indicated above. The Project Developer can combine storage for ensuring that it achieves the required minimum annual Availability of 80%.

- i) The incentive of Rs. 0.3/kWh on 10% of generated energy sold, may be paid by Project Developer to the ULB/DoUD, for each 200 kCal/Kg increment in calorific value of supplied RDF (over and above 2500 Kcal/kg); which may be accounted on monthly basis. The testing for calorific value of supplied RDF, may be done on monthly basis.

## 8.2 **Shortfall in Energy Supply**

- a) Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 80% on an annual basis, for reasons attributable to the Project Developer, such shortfall in performance shall make the Project Developer liable to pay the liquidated damages provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Entity(ies)/ Discoms and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies)/ Discoms. These damages shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such damages will be 200% (Two hundred per cent) of the cost of this shortfall in energy terms, calculated at the applicable tariff payable during the year.
- b) Further, the Project Developer shall also be liable for liquidated damages to SECI for any shortfall in offering energy out of total energy in a Contract Year, for reasons solely attributable to the Project Developer. The damages corresponding to this shortfall in power shall be calculated at 200% (Two hundred per cent) of applicable tariff payable during the year for each unit of shortfall.

- c) The performance criteria as per Clause 8.1 above shall not be applicable for the Contract Year ending on 31st March immediately after COD of the Project. The detailed list of documents required for verification of energy supply and performance of the Project will be intimated to the Developers subsequent to commissioning. For each Contract Year, the above data will be required to be submitted by the Project Developers to SECI within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.
- d) The Project Developer shall agree that the methodology specified herein above for calculation of liquidated damages payable by the Project Developer for shortfall in power offered is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI. Project Developer shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under the PPA.
- e) The dis-incentive of Rs. 0.3/kWh of 10% of generated energy sold, may be paid by ULB/DoUD to Project Developer, on each 200 kCal/Kg decrement in calorific value of supplied RDF (below 1800 kCal/kg); which may be accounted on monthly basis. The testing for calorific value of supplied RDF, may be done on monthly basis.
- f) However, this damage shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the Project Developer.

## 9 *Commissioning of Project*

Commissioning of the Project shall be carried out by the Project Developer in line with the procedure given in the PPA document. Commissioning certificates shall be issued by a committee (having representation from SECI, DoUD, UPPCL/Discom and Project Developer) constituted for the purpose of commissioning after successful commissioning as detailed in PPA

### 9.1 **Part Commissioning**

Part commissioning of the Project shall not be accepted by SECI.

### 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 07.01.2022, then SCD shall be 07.07.2023).
- 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 **90 days** from the SCD or the extended SCD (if applicable) (for e.g., if SCD of the Project is 07.03.2023, then the above deadline for Project commissioning shall be 05.06.2023).

- 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 10 MW capacity, if commissioning of 5 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be:  $PBG \text{ amount} \times (5/10) \times (18/90)$ .
- 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.

## ***10 Not Used***

## ***11 Early Commissioning***

The Project Developer shall be permitted for full commissioning of the Project even prior to the SCD, subject to availability of connectivity and RDF Supply by the DoUD/ULB as per the Concessionaire Agreement. Early commissioning of the Project will be allowed solely at the risk and cost of the Project Developer, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the corresponding Buying Entity agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus SECI's trading margin.

In case SECI does not agree to purchase such energy, early commissioning of the Project shall still be allowed and the Project Developer 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/Buying Entity, whichever is earlier. However, early commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI/Buying Entity. Such intimation regarding consent to procure energy from early commissioning shall be provided by SECI within 30 days of receipt of the request being made by the Project Developer, beyond which it would be considered as deemed refusal.



## 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 - B). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

### 13 *Cost of Documents & Bid Processing Fees*

Prospective Bidders 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. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SECI are available at SECI's website, [www.seci.co.in](http://www.seci.co.in), under the "Financials" tab.

**Bids submitted without cost of the RfS document and/or Bid Processing Fees and/or Earnest Money Deposit (EMD) (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 Aadhar Only are exempted from submission of Cost of the RfS document, Bid Processing Fee & Earnest Money Deposit (EMD).

### 14 *Project Scope & Technology Selection*

Under this RfS, the Project Developer shall set up the Waste to Energy Plant, including the safe disposal of reject/residues in sanitary landfills, dedicated Evacuation system upto the Delivery Point, at its own cost and in accordance to the provisions of this RfS document. The plant may be designed in a modular fashion for assembly, testing, maintenance and replacement of individual sub-assemblies. The complete plant will be odourless and compliant with applicable emission norms. The plant will be surrounded by an aesthetic environment with permissible noise limits. Also, it will be undergoing an effluent and leachate treatment system to prevent the discharge of harmful substances (if any) in compliance of Solid Waste Management Rules, 2016.

All approvals, permits and clearances required for setting up of the Project and/or dedicated Evacuation Line upto the Delivery Point, including those required from State Government and local bodies, shall be in the scope of the Project Developer. However, the selection of Project would be technology agnostic, however the Project Developer shall adopt and install latest technology in the field of Waste to Energy Business in this project. Bay construction/other augmentation at Grid substation and beyond delivery point shall not be under the scope of the Project Developer, as per the existing provisions of SERC.

## **15 Clearances Required from the State Government and Other Local Bodies**

The Project Developer is required to obtain all necessary clearances and permits as required for setting up the Project, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (as applicable) for the Project.
- b. Any other clearances as applicable 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/DoUD prior to commissioning of the Project, if sought. In case of any of the clearances as indicated above being not applicable for the said Project, the Project Developer shall submit an undertaking in this regard, and it shall be deemed that the Project Developer has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the Project Developer.

The Project Developer shall be required to follow the applicable rules regarding project registration with the State Nodal Agency (if any) in line with the provisions of the applicable policies/regulations of the State. It shall be the responsibility of the Project Developer to remain updated about the applicable charges (if any) payable to the SNA under the respective State Policy (If any).

Note: The Project Developer should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the Project Developer 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 Earnest Money Deposit (EMD)**

- 16.1 Earnest Money Deposit (EMD) of **INR 18 Lakhs/ MW per Project** in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.
- 16.2 The Bidder shall furnish the Bank Guarantees towards EMD 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).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted

the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

16.3 SECI has agreed to accept the EMD 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 EMD Bank Guarantee 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.

16.4 **Forfeiture of EMD:**

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

- 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 19 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 in accordance with Clause 17 of the RfS.

## ***17 Performance Bank Guarantee (PBG)***

17.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 36 Lakh/MW** (Rs. 36,00,000/MW) prior to signing of PPA. 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 up to (& including) the date as on 12 months after the Scheduled Commissioning Date of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the Developer.

17.2 The PBG is 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 at an earlier date, 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 Project Developer 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 a 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 37.1.ii of the RfS.

- 17.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. 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 19 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 19 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as liquidated damages not amounting to penalty, 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/ Project Developer. 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 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of the Project Developer shall be returned to them, immediately after successful commissioning of their project as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

## ***18 Success Charges & Payment Security Deposit***

- 18.1 **Success Charges:** The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU, pre-commissioning and commissioning expense. The payment has to be

made by the Project Developer in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA (PPA signing date to be intimated by SECI), whichever is earlier. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e., rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.

- 18.2 **Payment Security Deposit:** Prior to declaration of commissioning of the Project, the Developer shall furnish a Payment Security Deposit (PSD) @ Rs. 5 lakh/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.

## **19 Power Purchase Agreement (PPA)**

- 19.1 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 Project Developer will be made available on ISN-ETS Portal and also in SECI 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 07.12.2021, then the last date of signing of PPA shall be on or before 07.03.2022). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the Project Developer. PPA will be executed between SECI and selected bidder or its SPV separately for each Project.
- 19.2 The PPAs shall be valid for a period of 25 years from the COD. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the Project Developer, Buying Entity, DoUD/ULB and SECI.
- 19.3 The Performance Bank Guarantee as per Clause 17 above and Success Charges as per Clause 18 above, shall be submitted by the Project Developer prior to signing of PPA. Before signing of PPA between SECI and the Project Developer, 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 Project Developer are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 19.4 Successful bidder will have to submit the required documents to SECI within 50 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 90 days from the date of issue of LoA, irrespective of the date of signing of PPA. In

extraordinary cases of unavoidable delay on the part of SECI in signing the PPAs, the effective date of PPA shall be the date of signing of PPA.

- 19.5 SECI will be obliged to buy the entire power as per generation schedule, to be provided by the Project Developer subject to limitations as per the PPA, required under grid regulations. However, the Project Developer is required to achieve a minimum and maximum energy as stipulated in clause 8.1.
- 19.6 Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the Project Developer 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 Project Developer under the PPA shall also be on the back-to-back basis as provided in the PPA and the corresponding PSA.
- 19.7 The Project Developer will be free to reconfigure and repower their plants 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.

The Project Developer is free to operate the project after expiry of the 25 years of PPA period if accepted by the DoUD/ULB, Govt of U.P. and other conditions such as land lease, permits/licenses/consents etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the Project Developer, ULB, SECI and the Buying Entity(ies), as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

## ***20 Financial Closure or Project Financing Arrangements***

- 20.1 The Project shall achieve Financial Closure within 09 (nine) months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.01.2022, then scheduled Financial Closure date shall be 07.10.2022).
- 20.2 At the stage of financial closure, the Project Developer shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the Project Developer shall submit a certificate/necessary document 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. The Project Developer shall also submit details of all planned/proposed waste to energy equipment & machinery such as generators, furnaces, processors/recyclers (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.
- 20.3 Checklist of documents to be submitted at this stage is provided at Annexure-A of the RfS.
- 20.4 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG and shall remove the Project from the list of the selected Project, unless the delay is on account of factors not owing to any action or inaction on the part of the Project Developer, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of the Project Developer, 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 Project Developer 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 Project Developer who is 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 Project Developer 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 of the corresponding Project Developer and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the Project Developer 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 Project Developer. In case of the Project Developer meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the Project Developer 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 Project Developer 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.

- 20.5 The Project Developer 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.

## ***21 Land Arrangements for the Project***

- 21.1 The Project Developer shall enter into a Land Lease Agreement with the ULB/ DoUD, Govt. of U.P. for the same. The monthly lease rental shall be Rs. 1/Sq Mtrs/Year.
- 21.2 After expiry of the Term of the Concession Agreement, the Project Developer shall dismantle the Project as per applicable regulations, and handover the land in its original state, to DoUD, GoUP

## ***22 Commercial Operation Date (COD)***

Commercial Operation Date (COD) shall be the actual date of commissioning of the Project, as indicated on the Commissioning Certificate, 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 scheme and developers will be free to make short-term sale to any organization or individual. SECI may agree to buy this power as a trader if they find it viable outside this RfS.

### **23 Minimum Paid Up Share Capital to be Held by Project Promoter**

- 23.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the Project Developer shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.
- 23.2 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.
- 23.3 In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters 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.
- 23.4 In case of companies having multiple promoters (but none of the shareholders having more than 51% 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.
- 23.5 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.
- 23.6 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.



- 23.7 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.

#### **24 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 – B. 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. Bank Guarantee against Earnest Money Deposit (EMD) 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:
  - i. 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 Project and to sign the PPA with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
  - ii. 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
  - iii. 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.
- v. 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.

- vi. 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.
- vii. Undertaking as per **Format 7.7**.
- viii. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- ix. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).
- x. Attachments
  - i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Waste to Energy Plant development.
    - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
    - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Waste to Energy 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 or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), 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.
- xi. Covering letter of the financial bid as per **Format 7.10**.
- xii. Break-up of Preliminary Estimate of Cost of Project as per **Format 7.11**.

## **25 Important Notes and Instructions to Bidders**

- 25.1 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.

- 25.2 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 19 of the RfS.
- 25.3 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 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.
- 25.4 If the event specified at 25.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 25.5 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. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 16 of the RfS.
- 25.6 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.
- 25.7 The response to RfS shall be submitted as mentioned in Clause 24 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.
- 25.8 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.
- 25.9 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.
- 25.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 25.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 25.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 25.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 25.14 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.

- 25.15 The Uttar Pradesh Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between Project Developer and SECI as well as SECI and buying entity(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 25.16 All the financial transactions to be made with SECI including success fee, 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.

## **26 *Non-Responsive Bid***

The electronic 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 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) Except for the scenario as per Clause 5.1 above, 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.
- (g) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

## **27 *Method of Submission of Response to RfS by the Bidder***

### **27.1 Documents to be Submitted Offline**

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

- a. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A).
- b. Pass-phrases for Techno-commercial and financial bids submitted on the ETS portal.

Additionally, during the bid evaluation stage, SECI may seek originals of any document as per its own discretion.

**No documents will be accepted in person, on or before the date of bid submission.**

**Bank Guarantee against EMD needs to be submitted in both online and offline modes.** The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.01.2022, the above deadline will expire at 18:00 hrs on 24.01.2022. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees.

**Note:** In all cases, the Bank Guarantee against EMD (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 Project Developer for Setting up of 8 MW Grid-Connected Waste to Energy Project in Kanpur, Uttar Pradesh, India under tariff-based Competitive Bidding (WTE-1) |   |
|---|---|
| <i>RfS Reference No.</i>  | SECI/C&P/IPP/13/0003/21-22 dated: _____   |
| <i>Submitted by</i>   | <i>(Enter Full name and address of the Bidder)</i>  |
| <i>Organization ID (OID) on ETS portal</i>  | <i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>  |
| <i>Authorized Signatory</i>   | <i>(Signature of the Authorized Signatory)</i><br><i>(Name of the Authorized Signatory)</i><br><i>(Stamp of the Bidder)</i>   |
| <i>Bid Submitted to</i>   | <b>AGM (C &amp; P)</b><br><b>Solar Energy Corporation of India Limited</b><br><b>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023</b><br><b>Tel No. 011-24666220</b><br><b>Email - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b> |

**27.2 Documents to be Submitted Online**

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

**If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount 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 at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.**

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 24 of the RfS.
- (b) All attachments elaborated in Clause 24 of the RfS, under the sub-clause x: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- (e) Scanned copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

**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 25.8, and Annexure-B, 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 Techno-commercial 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 Waste to Energy Project as per Format 7.11 of the RfS.

**Only single tariff bid shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.**


#### **Important Note:**

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes 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 deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, 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 and the EMD shall be returned to the respective bidder.
- (e) **In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SECI within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.**

## 28 Notice Board for Display

The Project Developer 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.

|  |
|--|
| <p><b>___ MW GRID Connected Waste to Energy Project</b></p> <p><b>Owned and operated by</b></p> <p>----- (Insert name of the Project Developer)</p> <p><b>[Under RfS for Selection of Project Developer for Setting up of 8 MW Grid-Connected Waste to Energy Project under Tariff-based Competitive Bidding (WTE-I)</b></p> <p><b>by</b></p> <p><b>Solar Energy Corporation of India Limited]</b></p>  |
|--|

## 29 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.

## 30 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.

### ***31 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments***

- 31.1 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.
- 31.2 SECI will make efforts 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.
- 31.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

### ***32 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.

### ***33 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 the Project Developer. SECI shall not be liable for issuing any intimations/reminders to Project Developer s for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with Project Developer 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 Project Developer.

### ***34 Points of Contact in SECI***

Following officers/departments are to be contacted by the bidders/ Project Developer based on the stage of bidding and project implementation under this RfS:

- i. Bid submission upto issuance of LoA: -
  - a. Details as per Bid Information Sheet



ii. Subsequent to issuance of LoA upto Project Commissioning: -

a. Solar Division

|   |  |
|---|--|
| Sh Uday Pavan<br>Dy. Manager            | 011-24666254<br><a href="mailto:udaypavankk@seci.co.in">udaypavankk@seci.co.in</a>   |
| Sh. Abhinav Kumar<br>Manager            | 011-24666235<br><a href="mailto:abhinavkumar@seci.co.in">abhinavkumar@seci.co.in</a> |
| Sh. Sanjay Sharma<br>Executive Director | 011-24666212<br><a href="mailto:sanjaysharma@seci.co.in">sanjaysharma@seci.co.in</a> |

b. Power Trading Division

|  |  |
|--|--|
| Sh. Anil Yadav<br>Dy. Manager            | 011-24666253<br><a href="mailto:anilyadav@seci.co.in">anilyadav@seci.co.in</a> |
| Sh. Atulya Kumar Naik<br>General Manager | 011-24666215<br><a href="mailto:aknaik@seci.co.in">aknaik@seci.co.in</a>       |

iii. Subsequent to Project Commissioning: -

Power Trading Division

|  |  |
|--|--|
| Sh. Anil Yadav<br>Dy. Manager            | 011-24666253<br><a href="mailto:anilyadav@seci.co.in">anilyadav@seci.co.in</a> |
| Sh. Atulya Kumar Naik<br>General Manager | 011-24666215<br><a href="mailto:aknaik@seci.co.in">aknaik@seci.co.in</a>       |

## **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).

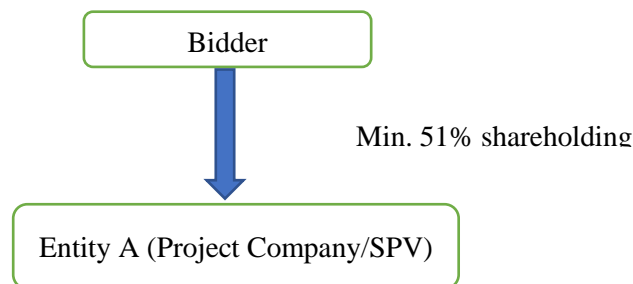
- 35.1 The Bidder shall be a Company as defined.
- 35.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. 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.

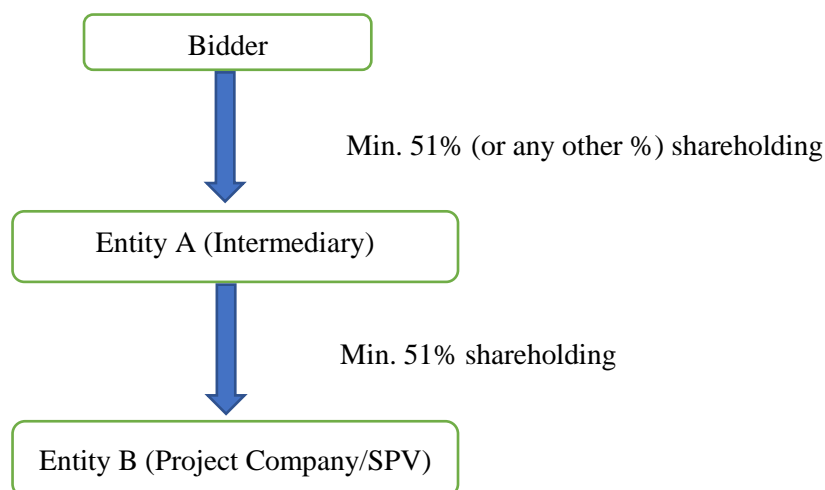
- 35.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
- i. Any bidder 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.
- 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 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 & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. 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 Project. The Bidder shall provide information about the RDF Based waste to energy plant, recycling/processing equipment & machinery proposed to be installed in the project at the time of Financial Closure.
- 36.2 The Project shall also comply with the criteria for power supply as detailed in Clause 8 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 1.8 Crore/MW** (Rs. 1,80,00,000/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 performance bank guarantees 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 5.5 Crore/ MW** (Rs. 5,50,00,000/MW) of the quoted capacity during the previous financial year, 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 1.1 Crore/MW** (Rs. 1,10,00,000/MW) of the quoted capacity, as on the last date of previous financial year, 2020-21, or as on the day at least 7 days prior to the bid submission deadline.
- iii. In-principal sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 1.375 Crore/MW** (Rs. 1,37,50,000/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 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 financial year, 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.
- 37.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (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.
- 37.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the 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 of them 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. 1.8 Crores x 100MW = Rs. 180 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 126 Crores and to be met by Consortium Member B would be Rs. 54 Crores. Similar methodology shall be followed for computation of liquidity requirement.

## SECTION 5. BID EVALUATION AND SELECTION OF PROJECT

### 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 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 27 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs on 05.12.2022, the online bid opening will be conducted on 08.12.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 39.2 Subject to Clause 26 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 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.
- 39.3 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 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. 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 based on the tariff quoted by Bidders.
- 40.5 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<sup>th</sup> 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      |

#### 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 day as intimated by SECI to the eligible bidders. Rules of the auction process are brought out below, and are also contained in Annexure-B of the RfS. As part of submission of their response to RfS, the Bidders shall sign and submit the scanned copy of Annexure-B of the RfS, as an acceptance of the provisions contained therein.
- 41.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

N= Total Number of eligible bidders for e-RA

| Case    | Scenario   | Formula | Total Eligible Bidders for e-RA (N)                      |
|---------|------------|---------|--|
| Case-I  | $T \leq 3$ | $N=T$   | From 1st to 'N <sup>th</sup> ' bidder in ascending order |
| Case-II | $T > 3$    | $N=T-1$ |  |



### **Total eligible Bidders for e-Reverse Auction**

i. In case  $T \leq 3$ : all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”.

ii. In case  $T > 3$ : The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the “H1 bidder”) shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1

#### **Note:**

(a) In case more than one bidder is ranked as “H1” bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to keeping minimum 03 Bids eligible for e-RA. In the contradictory scenario, no elimination will take place at this stage.

41.3 In case of substantially low response by the bidders & the total no of responsive bids to be less than 03 (Three), SECI reserves the sole discretion & all rights of proceeding/Non proceeding with e-RA, against the management approval.

41.4 At least one week 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 qualified. 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.

41.5 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 mention its revised discounted tariff which has to be at least 01 (One) Paise 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:
  - i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
  - ii. 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 affected 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:
  - i. 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.
  - ii. 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.
  - iii. 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 affected 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" zone as per Clause 41.5(vi) above, the lowest quoting bidder after reverse auction will be selected as successful bidder for the project.
- 42.2 In case of a tie among two or more bidders (i.e., their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
  - i. In the above case, if the time of quote also becomes exactly same among the Bidders at 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 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified above, be invited to match the Financial Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the Lowest Bidder, SECI may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

### **43** *Issuance of LoAs*

At the end of selection process, a Letter of Award (LoA) will be issued to the successful Bidders for each Project. 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 **"ACCESS ROAD"** shall mean motorable all weather approach road for the access to the site as detailed out in the Section-8.
- 44.3 **"ADJUSTED EQUITY"** shall mean the Equity funded in Indian rupees and adjusted on the first day of the current month (the "Reference date"), in the manner set forth below, to reflect the change in its value on the account of depreciation and variations in WPI, and for any reference date occurring: (a) On or before COD, the adjusted equity shall be a sum equal to equity funded in Indian rupees and expended on the project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed date and Reference date; (b) From COD and until the 4<sup>th</sup> (fourth) anniversary thereof, an amount equal to the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation on WPI occurring between COD and the Reference Date; (c) After the 4<sup>th</sup> (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.33% (zero point three three per cent) thereof at the commencement of each month following the 4<sup>th</sup> (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and Reference Date; (d) For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for period equal to the duration, if any, for which the Agreement Period is extended, but the revision on account of WPI shall to be made
- 44.4 **"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.
- 44.5 **"AGREEMENT"** shall mean this Agreement, its Recitals, the Schedules hereto and the amendments made in accordance with the provisions contained in this Agreement signed within six months of the Letter of Award.
- 44.6 **"APPLICABLE LAW"** shall mean all laws, brought into force and effect by GoI or the Govt. of U.P. including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs, and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and

obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement

- 44.7 **“APPOINTED DATE”** shall mean the date on which Financial Closure is achieved. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be.
- 44.8 **“APPROPRIATE COMMISSION”** shall mean as defined in the PPA.
- 44.9 **“ASSURED QUANTITY”** shall mean the meaning set forth in Section-8 of RfS.
- 44.10 **“AVAILABILITY”** shall mean as defined in the PPA.
- 44.11 **“BANK”** shall mean a bank incorporated in India and having a minimum net worth of Rs. 1000 crore (Rupees one thousand crore) or any other bank acceptable to Lenders, but does not include a bank in which any Lender has an interest
- 44.12 **“BID”** or **“PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by SECI.
- 44.13 **“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.
- 44.14 **“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.
- 44.15 **“BID CAPACITY”** shall mean aggregate project capacity of the Waste to Energy Project as proposed by the bidder.
- 44.16 **“BUYING ENTITY”** shall mean any Discom that requires RE power to fulfil its respective RPO regulations.
- 44.17 **“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.
- 44.18 **“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.

- 44.19 **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause 22 of the RfS.
- 44.20 **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW (i.e., 8 MW) contracted with SECI for supply of power by the Project Developer to SECI at the Delivery Point from the Project, based on which the PPA is executed with SECI.
- 44.21 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31<sup>st</sup> March and thereafter each period of 12 months beginning on 1<sup>st</sup> April and ending on 31<sup>st</sup> 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 31<sup>st</sup> March, and thereafter each period of 12 (Twelve) Months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March, and
  - ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.
- 44.22 **“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.
- 44.23 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
- 44.24 **“STATE TRANSMISSION UTILITY (STU)”** State Transmission Utility means the Board or the Government company specified as such by the State Government under sub-section (1) of section 39 of the Electricity Act, 2003 and whose functions have been outlined under section 39 of the Electricity Act, 2003.
- 44.25 **“DAY”** shall mean calendar day.
- 44.26 **“DEBT DUE”** shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date: (a) the principal amount of the debt provided by the Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date; b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Lender, and (ii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to ULB Event of Default; and (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost; provided that if all or any part of the Debt Due is convertible into Equity at the option of Lenders and/or the Project Developer, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken

- 44.27 **“DELIVERY/ METERING POINT”** shall mean a single point at 11 kV, where the power from the Project is injected into the identified Grid Substation (including the dedicated Evacuation Line connecting the Project with the substation system) as specified in the RfS document. Metering shall be done at this Delivery point where the power is injected into. For interconnection with grid and metering, the Project Developers shall abide by the relevant SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
- 44.28 **“DoUD”** shall mean Department of Urban Development. DoUD is a department of Government of Uttar Pradesh responsible for formulation and administration of the rules and regulations and laws relating to the local bodies and urban development in Uttar Pradesh, having its office at 824, Babu Bhawan, Lucknow-226010.
- 44.29 **“DOCUMENT”** or **“DOCUMENTATION”** shall mean documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form
- 44.30 **“DRAWINGS”** shall mean all of the drawings, calculations and documents pertaining to the WTE Project and associated infrastructure.
- 44.31 **“EFFECTIVE DATE”** shall mean the date as on 90<sup>th</sup> day from the date of issuance of Letter of Award (LoA), or any other data as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.
- 44.32 **“ENCUMBRANCES”** shall mean, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities
- 44.33 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- 44.34 **“FINANCIAL CLOSURE”** or **“PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Project Developer 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
- 44.35 **“FORCE MAJEURE”** shall mean the same described in Concessionaire Agreement, PPA and PSA.
- 44.36 **“GoI”** or **“GOVERNMENT”** shall mean the Government of India
- 44.37 **“GoUP”** shall mean Government of Uttar Pradesh

44.38 **“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.

44.39 **“INTERMEDIARY PROCURER”** shall mean a trader who shall procure the power from Waste to Energy Plants and sell it to the distribution licensee(s)/Buying Entity(ies).

44.40 **“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).

44.41 **“LAND LEASE AGREEMENT” LLA”** shall mean the Land Lease Agreement signed between the Project Developer and DoUD according to the terms and conditions of the standard Concessionaire Agreement enclosed with this RfS.

44.42 **“LANDFILLING”** shall mean the disposal of the by-product from WTE plant and process remnants at the Landfill designed with protective measures, against pollution of ground water, surface water, and air fugitive dust, windblown litter, bad odour, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion, in accordance with the terms of Concessionaire Agreement.

44.43 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.



*Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project.*

- 44.44 **“LENDERS”** shall mean the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Project Developer under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold Pari passu charge on the assets, rights, title and interests of the Project Developer.
- 44.45 **“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.
- 44.46 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 44.47 **“LLC”** shall mean Limited Liability Company.
- 44.48 **“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.
- 44.49 **“MONTH”** shall mean calendar month.
- 44.50 **“MOU”** shall mean an agreement between SECI and Department of Urban Development (DoUD).
- 44.51 **“MSW OR MUNICIPAL SOLID WASTE”** shall mean solid or semi-solid waste generated by households, public services, agricultural activities, commercial establishments and industries and shall include Solid Waste, and Organic Waste, but shall not include the Excluded Wastes.
- 44.52 **“MSW RULES”** shall mean the Municipal Solid Waste (Management and Handling) Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986).
- 44.53 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
- 44.54 **“O&M”** shall mean the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services and facilities in accordance with the provisions of Concessionaire Agreement and PPA.
- 44.55 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 44.56 **“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.
- 44.57 **“PARTIES”** shall mean the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually

44.58 **“PLANT”** shall mean the apparatus and machinery for carrying on the activities required for the Project, fixed or movable, but excluding consumables and premises

44.59 **“PLANT LOAD FACTOR”** or **“PLF”** shall have the same meaning as provided in SERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, PLF 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,  $PLF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100 \%$ .

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

44.60 **“POWER PLANT”** shall mean a power generation plant that will generate electricity by processing of RDF through a WTE project.

44.61 **“PPA”** shall mean the Power Purchase Agreement signed between the successful Bidder and SECI according to the terms and conditions of the standard PPA enclosed with this RfS.

44.62 **“PSA”** shall mean the Power Sale Agreement signed between SECI and Buying Entity according to the terms and conditions of the standard PSA enclosed with this RfS.

44.63 **“PROJECT”** is defined by single point of injection of Power from RDF Based Waste to Energy Plant into the grid at interconnection/metering point at the Grid substation.

44.64 **“PROJECT CAPACITY”** shall mean the maximum 8 MW AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed;

44.65 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;

44.66 **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“THE PROJECT DEVELOPER (PROJECT DEVELOPER)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated the Waste to Energy Project 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.

44.67 **“PROJECT FACILITIES”** shall mean all the amenities and facilities, (a) the site (b) Landfill (c) Waste to Energy Plant (d) Water Treatment plant, etc.

44.68 **“PROJECT LOCATION”** shall mean the area decided and allotted by ULB/DoUD, Govt. of U.P. which will comprise name of village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.

44.69 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.

- 44.70 **“RBI”** shall mean the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, and its successors
- 44.71 **“RDF”** shall mean the solid fuel in the form of fluff or pellets/ briquettes that is produced by drying and separation of combustible fractions from the MSW meeting the requirements of the boiler to generate electricity through the turbine that will be part of the WTE Power Plant.
- 44.72 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof.
- 44.73 **“Rs.”** or **“Rupees”** or **“Indian Rupees”** or **“INR”** shall mean the lawful currency of Republic of India. The symbol for Indian Rupee is ₹.
- 44.74 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9 of the RfS.
- 44.75 **“LANDFILL”** shall mean prepared for the Landfilling of the by-products from WTE plant in accordance to the Specification and Standards contained in MSW Rules, 2016 and Applicable Law
- 44.76 **“LANDFILLING”** shall mean Landfilling of the by-products and process remnants from WTE plant in accordance to the Specification and Standards contained in MSW Rules, 2016 and any amendments/ revision thereto till date
- 44.77 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 44.78 **“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.
- 44.79 **“SITE”** means the land and other places upon which the Project Facilities are to be installed, and such other land or places as specified in the RfS as forming part of the Project site.
- 44.80 **“SPECIFICATIONS AND STANDARDS”** shall mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Project Developer to, and expressly approved by, the SECI/DoUD/ULB.
- 44.81 **“STATE TRANSMISSION UTILITY (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.
- 44.82 **“TOE”** shall mean Tender Opening Event.
- 44.83 **“TRADING MARGIN”** shall mean the margin on sale of Waste to Energy power to State Utilities/ Discoms/ other Bulk Consumers under this RfS being charged by SECI and shall be @ INR 0.07/kWh.

- 44.84 **“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;
- 44.85 **“URBAN LOCAL BODY” or “ULB”** shall mean Kanpur Municipal Corporation.
- 44.86 **“WEEK”** shall mean calendar week;
- 44.87 **“WASTE TO ENERGY PROJECT” or “WASTE TO ENERGY GENERATING SYSTEMS/ STATIONS”** means the Waste to Energy Project based on RDF for conversion of RDF into electricity through a thermal conversion process and subsequent treatment before disposal. It shall include the disposal of reject/residues in sanitary landfills.

## 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 one bid, including this response to RfS.

We are submitting RfS for the development of a Project of 8 MW at the site specified by SECI as per the RfS Document.

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. Earnest Money Deposit (EMD):- *(Please read Clause 16 carefully before filling)*

We have enclosed EMD of INR .... (Insert Amount), in the form of Bank Guarantee no. .... [Insert bank guarantee] dated ..... [Insert date of bank guarantee] as per Format 7.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 16 of this RfS.

3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Project, within due time as mentioned in Clauses 17 & 18 of this RfS on issue of LoA by SECI for the selected Project and/or we are not able to sign PPA with SECI within the timeline as stipulated in the RfS for the selected Project, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. 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.

5. 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 from the provisions of the RfS 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 Project in line with the provisions of the RfS, shall be binding on us.

6. 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.

7. 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.

8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. 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.
10. 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.
11. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

**12. Contact Person**

Details of the representative to be contacted by SECI are furnished as under:

Name : .....  
 Designation : .....  
 Company : .....  
 Address : .....  
 Phone Nos. : .....  
 Mobile Nos. : .....  
 E-mail address: .....

13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller’s event of default under PPA and consequent provisions of PPA shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

**FORMAT FOR POWER OF ATTORNEY**

*(Applicable Only in case of Consortium)*

*(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 FOR EARNEST MONEY DEPOSIT (EMD)**

*(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 'Bidder') submitting the response to RfS inter alia for Selection of the Project Developer for Setting Up of 8 MW Grid-Connected Waste to Energy Project in Kanpur, Uttar Pradesh, India Under Tariff-Based Competitive Bidding (WTE-1) of the cumulative capacity of ..... MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of ..... [*insert the name of the Bidder*] 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 SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [*Insert amount not less than that derived on the basis of Rs. 18 Lakhs per MW of cumulative capacity proposed*], only, on behalf of M/s \_\_\_\_\_ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 16 of this RfS*] 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 \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 16 of this RfS*]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 16 of this RfS*].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the Bidder] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at 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 Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of Clause No. 16 of this RfS].

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\_\_

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

*(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 Project 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 executors, administrators, successors and assignees) and selecting the Project of the Project Developer and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected Project Developer*) as per terms of RfS and the same having been accepted by the selected Project Developer resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Project 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 Project 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 Project 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 Project Developer / Project Company, to make any claim against or any demand on the selected Project Developer / Project Company or to give any notice to the selected Project 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 Project 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 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]***



## **Certified True Copy**

-----

**(Signature, Name and Stamp of Company Secretary)**

### **Notes:**

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

**FORMAT FOR CONSORTIUM AGREEMENT**

*(To be 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     | ---        |
| <b>Total</b> | 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 -----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

**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:

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

*\*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:

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

*\* 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:

| <b>Name of Bidding Company</b> | <b>Name of Affiliate(s) whose Annual Turnover is to be considered</b> | <b>Relationship with Bidding Company*</b> | <b>Annual Turnover (In Rs. Crore)</b> |
|--------------------------------|---|---|---------------------------------------|
| Company 1                      |   |   |                                       |
| <b>Total</b>                   |   |   |                                       |

*\*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:

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

*\* 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:

| <b>Name of Bidding Company</b> | <b>Name of Affiliate(s) whose PBDIT is to be considered</b> | <b>Relationship with Bidding Company*</b> | <b>PBDIT (in Rs. Crore)</b> |
|--------------------------------|---|---|-----------------------------|
| <b>Company 1</b>               |   |   |                             |
|                                |   |   |                             |
|                                |   |   |                             |



|              |  |
|--------------|--|
| <b>Total</b> |  |
|--------------|--|

*\*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                         |  |   |                      |   |                                    |
| ---                               |  |   |                      |   |                                    |
| ---                               |  |   |                      |   |                                    |
| <b>Total</b>                      |  |   |                      |   |                                    |

*\*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.

(i) 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.

**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 the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

**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 \_\_\_\_\_.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ 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 and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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 35.4 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.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Thanking you,

We remain,

Yours faithfully,

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

**FORMAT FOR 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 and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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 35.4 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.

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.

**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 RfS No ..... dated .....for the tender  
for .....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23<sup>rd</sup> 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,

Encl: OM dated 23.07.2020, as referred above.

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

**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/ 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 undertake to certify in line with **Clause 20** under the title “Financial Closure” that the following details shall be furnished within **09 (nine) 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.
- 2.0 Details of all planned/proposed waste to energy equipment and machinery (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date

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 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/ our firm for 8 MW Grid-connected Waste to Energy Project (WTE-I) in Kanpur, Uttar Pradesh, India 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 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. *There can be only one tariff. If the bidder quotes two tariffs or combination thereof for, 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.*

**PRELIMINARY ESTIMATE OF COST OF PROJECT**

Project Capacity: 8 MW

Location: \_\_\_\_\_

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project.

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.

## **SECTION 8. PROJECT DETAILS**

1. The Waste to energy project of 8 MW (AC) capacity at delivery point is proposed to be developed in Kanpur District of Uttar Pradesh on Build-Own-Operate basis. Detailed project site particulars along with broad Scope of work is mentioned under this section.

### **2. Department of Urban Development (DoUD), Govt. of Uttar Pradesh**

The Waste to Energy Project to be selected by SECI under this RfS is to be developed at designated site being provided by Urban Local Body of Kanpur District in Uttar Pradesh.

Urban Development department, Govt. of Uttar Pradesh is the facilitating agency for this project. The Project Developer after issuance of Letter of Award, will have to approach the DoUD to carry out execution of Concessionaire agreement, Allotment of land, timelines of availability, possession and connectivity for the Project. The contact details of concerned officials are as follows

|   |  |
|---|--|
| Address of DoUD   | 824, Bapu Bhawan, Lucknow  |
| Contact Details of the Officials from DoUD, Govt. Of U.P.       | Office of The Additional Chief Secretary,<br>Urban Development Department,<br>Govt. of Uttar Pradesh<br>0522-2239467, 2238263 (F), 2838105 |
| Contact Details of the Official from Urban Local Body of Kanpur | <b>Sh. R K Singh</b><br>Executive Engineer<br>+91-8601800828<br>Kanpur municipal Corporation   |
| Website and Email Ids of DoUD                                   | <a href="http://urbandevlopment.up.nic.in">http://urbandevlopment.up.nic.in</a><br>acsud.goup@gmail.com<br>psecup.urbandev@nic.in          |
| Contact Details of the Official from UPPCL                      | To be provided at later stage  |

### **3. Project Details**

The proposed project site is located in Kanpur District of Uttar Pradesh. Particulars of designated project site are as follows

| <b>Sl. No.</b> | <b>Particulars</b>   | <b>Description</b>                  |
|----------------|--|-------------------------------------|
| i.             | Project Capacity of WTE Plant (in AC MW)                         | 8 MW<br>(Megawatts electric or MWe) |
| ii.            | Technology   | RDF based WTE Plant                 |
| iii.           | Altitude (Approx.), Latitude & longitude of Site for WTE Project | Lat. 26.451803°<br>Long 80.2359958° |
| iv.            | Altitude (Approx.), Latitude & longitude of Site for Landfill    | Lat. 26.451803°<br>Long 80.2359958° |

|       |   |   |
|-------|---|---|
| v.    | Location of WTE plant including the area for RDF inventory                  | Solid Waste Management Plant, Panki Bhaw Singh Nagar, Kanpur Nagar-208020 |
|       | Available Land Area for WTE plant including the area for RDF inventory      | 52000 SQM   |
| vi.   | Basic Wind Speed  | 47m/s   |
|       | Seismic Zone  | Zone-3  |
|       | Average Annual Rainfall   | 939mm/37.0inch  |
|       | Design rainfall intensity for storm water drainage                          |   |
| vii.  | Interconnection voltage level (11 kV/33 kV)                                 | 11 kV   |
|       | Interconnecting Substation of UPTCL/Discom                                  | Available/ Distance-1 km/ KESCO   |
|       | Distance to connecting substation (approx.)                                 | Distance- 1km   |
| viii. | Location and Available Land Area for Disposal of product/residue (Landfill) | Solid Waste Management Plant, Panki Bhaw Singh Nagar, Kanpur Nagar-208020 |
| ix.   | Distance between Disposal (Landfill) of by-product/residue and WTE Plant    | 500 mtr.  |
| x.    | Withdrawal point for Auxiliary Power supply during construction stage       | Self  |
| xi.   | <b>Access</b>   |   |
|       | Nearest Urban Area (Dist./Tehsil)   | 1 km (Kanpur Nagar/ Kanpur Nagar)   |
|       | Nearest Highway & Distance from site  | 500 mtr   |
|       | Nearest Railway Station (Name and Distance)                                 | Panki Dham, 2.5 km  |
|       | Nearest Airport (Name and Distance)   | Kanpur Chakeri/ 25 km   |

**Note:** A clear demarcation of the project site will be conducted by the officials from DoUD.

#### 4. The quantitative and qualitative parameters of RDF:

| Sl. No. | Parameters   | Value              |
|---------|--|--------------------|
| 1       | Daily Average Assured Quantity of Refuse Derived Fuel (RDF) for 8 MW WTE Plant (computed on monthly basis) | 550 Tonnes Per Day |
| 2       | The ensured minimum calorific value of RDF   | 1800 kCal/Kg       |
| 3       | Number of days recommended for RDF Inventory backup  | 45 Days            |
| 4       | Regular time frame for testing the calorific value of RDF Supplied   | Monthly Basis      |

## 5. Work Scope Matrix-

| Sl. No. | Scope of Work   | DoUD/SECI/Discom/Project Developer  |
|---------|---|---|
| 1       | Allocation of Land for WTE plant and Landfill   | <b>DoUD</b>   |
| 2       | Delivery of Agreed Quantum of RDF per day   | <b>DoUD</b>   |
| 3       | Access Road for Construction of WTE plant   | <b>DoUD</b>   |
| 4       | Water and Auxiliary Power for Construction of WTE plant and Landfill site   | <b>DoUD</b>   |
| 5       | Stamp Duty on Land provided to the project Developer (if applicable)  | <b>The Project Developer</b>  |
| 6       | O&M Cost of the Landfill site   | <b>The Project Developer</b>  |
| 7       | Project Developer shall be liable to pay Liquidity Damages on account of its event of default during the installation   | <b>The Project Developer</b>  |
| 8       | Resolving RoW issues pertaining to Transmission line from WTE plant to Connecting Substation  | <b>DoUD</b>   |
| 9       | DoUD liable to pay Compensation or ____% of adjusted equity or 100% of debt due for PPA/CA termination resulting on account of DoUD event of default.   | <b>DoUD</b>   |
| 10      | Rs.../Ton for under delivery or non-delivery of minimum committed RDF/Week measured on Weekly basis. Provided a continuously default of more than 30 days shall be deemed an event of default on account of DoUD. | <b>DoUD</b><br>* Compensation/ Penalties are on back-to-back basis          |
| 11      | Penalty .... (i.e., Rs_/ton) on DoUD for not meeting the Quality of RDF being supplied to the Project Developer   | <b>DoUD</b>   |
| 12      | To provide encumbrance/mortgage/lien free Land for plant and Landfill   | <b>DoUD</b>   |
| 13      | Indemnification to Project Developer against any past environmental liabilities on account of non-processing of RDF or any issues pertaining to legacy waste at proposed project site and/or landfill site        | <b>DoUD</b>   |
| 14      | Tipping fee to Project Developer Rs.../Ton for processing of RDF (If any)   | Not Applicable  |
| 15      | The DOUD upon finalization of proposed site shall provide a Rapid Environmental Impact assessment (EIA) report covering baseline environmental  | <b>DoUD</b><br>*To be deliberated based on the contract among SECI and DoUD |

|    |   |                              |
|----|---|------------------------------|
|    | parameters such as soil quality, ambient air quality, Groundwater quality, etc.                   |                              |
| 16 | Consents, Permit and Licenses for establishment and operation of WTE Plant at designated Location | <b>The Project Developer</b> |
| 17 | Design-Build-Finance-Operation of WTE plant   | <b>The Project Developer</b> |
| 18 | Construction of evacuation system and Transmission line upto designated nearest substation        | <b>The Project Developer</b> |
| 19 | Auxiliary Power Supply during Operational stage   | <b>The Project Developer</b> |
| 20 | Water availability for operational use for the entire term of PPA                                 | <b>DoUD</b>                  |
| 21 | Periodical RDF Quality Certification  | <b>DoUD or outsourced</b>    |

## 6. ADDITIONAL INFORMATION

1. If there is a delay in land allotment of connectivity by DoUD, SECI can extended time for financial closure and commissioning date by up to 3 months without any financial implication to the project developer or SECI. For any extension beyond the period of 3 months, SECI will approach DoUD and UPPCL. Who is authorised to decide on further extension without any financial implication to the project developer or SECI with the approval of DoUD and UPPCL.
2. The Project Developer shall enter into a Concession Agreement with ULB/DoUD for stable supply of RDF (as per agreed criteria for the entire term of PPA), land and associated infrastructure for development of the project at the designated site.
3. Connectivity with the STU system and all clearance responsibilities related to external evacuation beyond delivery point shall be in the scope of UPPCL (Buying Utility).
4. Additional information related to the project site, if required, can be obtained from the DoUD directly. Further, Bidders in their own interest, are advised to visit and examine the Project site as mentioned above where the WTE Project is to be developed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into PPA with SECI for supply of power. The costs of visiting the site shall be borne by the bidder itself. SECI will not assume any responsibility in this regard
5. For machinery slated to be used in the WTE project, the developer shall adhere to CEA/CEIG regulations and standards.
6. Standard copy of PPA, PSA and shall be uploaded in due course prior to pre bid meeting.
7. Draft copy of Concession Agreement consisting of Land Use cum Implementation Support and Supply Agreement (LUISSA) shall also be uploaded prior to pre-bid meeting.

**CHECK LIST FOR FINANCIAL CLOSURE**

(To be signed by the Authorized signatory of the Project Developer)

(RfS No. \_\_\_\_\_ dated \_\_\_\_\_)

**Last Date for submission of documents related to Financial Closure – \_\_\_\_\_  
(9 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 20 of the RfS, including subsequent amendments & clarifications)**

| Details                                     | Presently given in PPA  |
|---|---|
| Location                                    |   |
| Technology                                  |   |
| Certificate from all financial institutions | <p><b><u>In case of tie up through Bank / Financial Institutions: -</u></b></p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as <b><u>Annexure-I</u></b>).</p> <p><b><u>In case of Internal Resources: -</u></b></p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit &amp; 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 <b><u>Annexure-I</u></b>).</p> <p><i>Performa for the cases where funding will be from Company other than Project Company is at 'A-I'.</i></p> |

**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 Project Developer:** 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 10<sup>th</sup> day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

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

**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 Waste to Energy Project (Project ID.....), for generation and sale of Waste to Energy 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 Waste to Energy Project (Project ID.....), for generation and sale of Waste to Energy 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.

**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:**

- a. Procure a Class III Digital Signing Certificate (DSC).
- b. Register on ElectronicTender System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. 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.
- g. Clarification to Tender Documents on ETS
  - Query to SECI (Optional)
  - View response to queries posted by SECI
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part
- j. Post-TOE Clarification on ETS (Optional)

- i. Respond to SECI Post-TOE queries
- k. 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.

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

### **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 (Techno-commercial-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 29 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<sup>®</sup> functionality, the contents of both the 'ElectronicForms<sup>®</sup>' 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<sup>®</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms<sup>®</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms<sup>®</sup> 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<sup>®</sup>, 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<sup>®</sup> and the 'Main-Bid', the contents of the ElectronicForms<sup>®</sup> 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.

### **PUBLIC ONLINE TENDER OPENING EVENT (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SECI’s office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of the ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’, as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

## **OTHER INSTRUCTIONS**

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronicstender.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 DOs 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 (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

**Note:** Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of

bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Tender Processing Fee and Tender 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.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

**Note:** Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or



while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

#### 6. 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

#### Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to [support@isn-ets.com](mailto:support@isn-ets.com). Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

### 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 complete 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 - B 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:

| <b>Sl. No.</b> | <b>Parameter</b>                               | <b>Value</b>                              |
|----------------|--|---|
| 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 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time' | Yes   |
| 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.