

Request for Selection (RfS) Document for

Selection of Wind Power Developers for Setting up of 1200 MW ISTS-connected Wind Power Projects in India under Tariff-Based Competitive Bidding (Tranche-XIII)

RfS No. SECI/C&P/IPP/12/0006/21-22 dated: 12.01.2022

Tender Search Code on ISN-ETS: SECI-2022-TN000001

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: 12.01.2022

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of Wind Power Developers for Setting up of 1200 MW ISTS-connected Wind Power Projects in India under Tariff-based Competitive Bidding (Tranche-XIII) 2. Connectivity and Long-Term Open Access shall be in the scope of the Wind Power Developer.	
(B)	RfS NO. & DATE	SECI/C&P/IPP/12/0006/21-22 Dated: 12.01.2022	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM TWO BID SYSTEM Yes	
(D)	TYPE OF RfS/ TENDER	E-TENDER Yes MANUAL	
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document	
(F)	Ts	APPLICABLE Yes	
		NOT APPLICABLE	
		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	

RfS for 1200 MW ISTS-connected Wind	RfS No. SECI/C&P/IPP/12/0006/21-22	Page 2 of 98
Power Projects (Tranche-XIII)		

(G)	BID PROCESSING FEE	APPLICABLE Yes NOT APPLICABLE	
		Rs. 5 Lakh +18% GST for each project from 50 MW up to 90 MW	
		Rs. 15 Lakh + 18% GST for each Project from 100 MW and above, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.	
(H)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE Yes	
		NOT APPLICABLE	
		Amount: INR 13,26,000/- (Indian Rupees Thirteen Lakhs and Twenty-Six Thousand only) per MW per Project to be submitted in the form of Bank Guarantee along with the response to RfS	
(I)	PERFORMANCE BANK GUARANTEE	APPLICABLE Yes NOT APPLICABLE	
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.	
(K)	OFFLINE & ONLINE BID- SUBMISSION DEADLINE	As per NIT on ISN-ETS portal	
(L)	TECHNO- COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal	
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.	
(N)	CONTACT DETAILS OF ISN- ETS Portal	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072	

		(From 10:00 Hrs to 18:00 Hrs on all working Days i.e.
		1 `
		Monday to Friday except Govt. Holidays)
		Email: support@isn-ets.com
(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS	Sh. Ajay Kumar Sinha Additional General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6 th Floor, Plate-B, NBCC Office Block Tower-2, East
	(FOR SUBMISSION	Kidwai Nagar, New Delhi - 110 023
	OF RESPONSE TO	Contact No.: 011 24666220
	RfS)	Email: contracts@seci.co.in
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	 Sh. Pratik Prasun Manager (C&P) Contact No.: 011-24666237 <u>pratikpr@seci.co.in</u> Sh. Biblesh Meena Deputy Manager (C&P) Contact No.: 011-24666270 <u>biblesh@seci.co.in</u> Sh. Jayansh Gaur
		Senior Engineer (C&P)
		Contact No.: 011-24666281
		jayansh.gaur@seci.co.in

- 1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- 2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (https://www.bharat-electronictender.com) and/or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 4. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites https://www.bharat-electronictender.com and www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details 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.
- 1.2 Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" vide Gazette Resolution dated 08.12.2017. These Guidelines have been formulated for procurement of wind power through transparent process of bidding under Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by the 'Procurers', from grid-connected Wind Power Projects ('WPP'), having (a) individual size of 5 MW and above at one site with minimum bid capacity of 25 MW for intra-state projects; and (b) individual size of 50 MW and above at one site with minimum bid capacity of 50 MW for inter-state projects. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.
- 1.3 As part of the above scheme, SECI wishes to invite proposals for setting up of ISTS-connected Wind power projects in India, on Build Own Operate (BOO) basis for an aggregate capacity of 1200 MW. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Wind Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal https://www.bharat-electronictender.com.
- 1.4 Power procured by SECI from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated at a later date. SECI shall, at its discretion, be entitled to substitute the above Discoms with any entity in other states only for selling the power procured from the selected Bidders. SECI shall be an intermediary nodal agency for procurement of power supplied by the WPDs and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the WPDs as well as the Buying Entity(ies).
- 1.5 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SECI does not however, give a representation on the

- availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- 1.6 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement of or adding extra capacity to already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.

2 Invitation for Bids

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SECI and the Bidder/WPD shall be governed by the RfS Documents/Agreement signed between SECI and the WPD 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.

- RfS documents which include Eligibility Criteria, Technical Specifications, various 2.5 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 website. The Bidder **ISN-ETS** should regularly check 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 documents.
- 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 Wind Power Developer shall be required to set up ISTS-connected Wind Power Projects, with the primary objective of supplying wind power to SECI, as per the provisions of the RfS and PPA.
- 3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity, LTA and necessary approvals and interconnection with the ISTS network for supply of power to SECI, will be under the scope of the WPD.
- 3.3 The Projects to be selected under this scheme provide for deployment of Wind Power Technology. However, the selection of Projects would be technology agnostic.

4 Total capacity offered

4.1 Selection of Wind Power Projects for a total capacity of 1200 MW will be carried out through e-bidding followed by e-Reverse Auction process.

5 Maximum Eligibility for Contracted Capacity Allocation for a Bidder

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

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

<u>Note</u>: 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.

- 5.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **1200 MW**.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

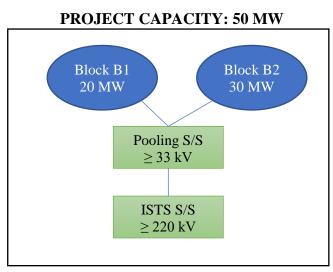
6 Project Location

6.1 The Projects shall be located at the locations chosen by the Bidder/WPD at its own discretion of and cost, risk and responsibility. However, Project location should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

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

6.3 <u>Project Configuration:</u>

- a. The term "Project" shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).
- b. The Bidder may however, set up the cumulative Project capacity at a single location, or he may configure the "Project" as being sub-divided into a number of "blocks", being set up at multiple locations, if required. For a single Project, such 'blocks' shall be located within the same State. Following points are to be noted in this regard:
 - i. The Project may consist of any number of blocks. The minimum voltage level for a single block shall be 33 kV.
 - ii. A single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.
- iii. A Single Power Purchase Agreement shall be signed for one Project. The WPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project.
- iv. The WPD may modify the Project configuration in terms of blocks, subsequent to issuance of LoA until the deadline of Financial Closure, subject to the condition as per (iii) above. SECI shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.
- v. The individual 'blocks' shall be pooled at a minimum voltage level of 33 kV. A single transmission line shall connect the above pooling Substation to the Delivery Point, which shall be the Metering Point as per the RfS. It may be noted that the said pooling station shall have a different meaning than the Pooling Station as defined in the RfS.
- vi. One of the possible configurations of a Project, having separate locations for each block, is illustrated below, for elaboration:



7 Connectivity with the Grid

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the WPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV.
- 7.2 The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be of the WPD and shall be at the cost of the WPD. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the WPD at its own cost. In case a WPD is required to use InSTS to bring wind power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the WPD, to be undertaken entirely at its cost and expense.
- 7.3 The arrangement of connectivity can be made by the WPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the WPD. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities.
- 7.4 The WPD shall be required to follow the Revised Connectivity Procedure as issued by CERC on 20.02.2021 as well as other Regulations issued by CERC/CEA as amended from time to time. The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:
 - i. Existing substations having available margin as indicated by the respective substation owner.
 - ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
 - iii. Substations approved under the updated plan made available by the Minutes of meeting for Northern, Eastern, Western and Southern Region committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above three choices will be liable for rejection.

- 7.5 The transmission connectivity to the WPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the WPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.
- 7.6 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:
 - i. Acceptance of such an arrangement by CTU/ RLDC.
 - ii. Energy injected by each Project will be recorded and jointly signed by respective WPDs and copies of the same will be submitted to SECI/CTU as required.
 - iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
 - iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the WPDs who share such a Pooling arrangement, based on their monthly generation.
- 7.7 The WPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the WPD and any financial implication on account thereof shall be borne by the WPD. In order to remove potential discrepancies and ambiguities, the WPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the WPD for its early rectification without any liability on SECI. The WPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by WPD as per provisions of PPA.
- 7.9 The Buying Entity will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.
- 7.10 The WPDs will be required to 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 at the earliest. In case the WPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to SECI. The LTA shall be applied for by the WPD within 30 days of signing of PSA, and intimation of the same by SECI to the WPD.