



Request for Selection (RfS) Document for Selection of Solar Power Developers for Setting up of Grid-Connected Floating Solar PV Projects with Battery Energy Storage System (BESS) in Lakshadweep under RESCO Mode Through Tariff Based Competitive Bidding

RfS No. SECI/C&P/IPP/11/0025/24-25 dated 05.03.2025

Tender Search Code on ISN-ETS: SECI-2025-TN000003

***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

- I. 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 (empaneled) 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).
- II. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
- III. This RfS document has been prepared in good faith, and on best endeavor 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.
- IV. 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: 05.03.2025

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Solar Power Developers for setting up of Grid-Connected Floating Solar PV Projects with Battery Energy Storage System (BESS) on the lagoons of Agatti and Kavaratti Islands of Lakshadweep under RESCO Mode. i. 0.95 MW at Agatti Island ii. 1.75 MW at Kavaratti Island					
(B)	RfS NO. & DATE	SECI/C&P/IPP/11/0025/24-25 dated 05.03.2025					
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center; vertical-align: middle;"><div style="border: 1px solid black; height: 20px; width: 100%;"></div></td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">TWO BID SYSTEM</td> <td style="text-align: center; vertical-align: middle;"><div style="border: 1px solid black; padding: 2px 10px;">Yes</div></td> </tr> </table>		SINGLE BID SYSTEM	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	TWO BID SYSTEM	<div style="border: 1px solid black; padding: 2px 10px;">Yes</div>
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(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">E-TENDER</td> <td style="width: 50%; text-align: center; vertical-align: middle;"><div style="border: 1px solid black; padding: 2px 10px;">Yes</div></td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">MANUAL</td> <td style="text-align: center; vertical-align: middle;"><div style="border: 1px solid black; height: 20px; width: 100%;"></div></td> </tr> </table>		E-TENDER	<div style="border: 1px solid black; padding: 2px 10px;">Yes</div>	MANUAL	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
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MANUAL	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>						
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document					
(F)	BID PROCESSING FEE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">APPLICABLE</td> <td style="width: 50%; text-align: center; vertical-align: middle;"><div style="border: 1px solid black; padding: 2px 10px;">Yes</div></td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">NOT APPLICABLE</td> <td style="text-align: center; vertical-align: middle;"><div style="border: 1px solid black; height: 20px; width: 100%;"></div></td> </tr> </table> <p>Amount: INR 6,000/- (Indian Rupees Six Thousand Only) including GST, to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favor of “Solar Energy Corporation of India Ltd”, payable at New Delhi.</p>		APPLICABLE	<div style="border: 1px solid black; padding: 2px 10px;">Yes</div>	NOT APPLICABLE	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
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NOT APPLICABLE	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>						

(G)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
		In line with Clause 14 of the RfS, to be submitted in the form of Bank Guarantee/Payment on Order Instrument/Insurance Surety Bond, along with the Response to RfS.	
(H)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	To be scheduled as per NIT on ISN-ETS portal and/or information provided on SECI website.	
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal	
(K)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal	
(L)	e-REVERSE AUCTION (e-RA)	Not Applicable	
(M)	CONTACT DETAILS OF ISN-ETS PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com	
(N)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 Contact No.: 011 24666200 Email: contracts@seci.co.in	

(O)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Senior Manager (C&P) Ph: 011-24666237 pratikpr@seci.co.in 2) Sh. Abhisekh Srivastav Manager (C&P) Ph: 011-24666260 abhisekhsri@seci.co.in 3) Sh. Swapnil Gandhi Senior Engineer (C&P) Ph: 011-24666359 swapnil.gandhi@seci.co.in 4) Ms. Arya Sharma Executive Trainee (C&P) Ph: 011-24666293 arya.sharma@seci.co.in
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- 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.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 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.
- Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

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

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of Solar Energy technologies in the country.
- 1.2 One of the targets enshrined by the Government under the “Panchamrit” announced by Hon’ble Prime Minister at the COP 26 summit in Glasgow, is meeting 50% of total energy requirements from renewable energy by 2030. As part of these initiatives, SECI has been approached by Lakshadweep Energy Development Authority (LEDA) to carry out the bidding and selection of Project developers through a competitive bidding process, to set up Projects under RESCO mode.
- 1.3 SECI has been designated as the Nodal Agency for implementation of RE projects/plan for Greening of Lakshadweep Islands in Developer mode vide order dated 16th September 2022 issued by MNRE.
- 1.4 In line with the above, on behalf of Lakshadweep Energy Development Agency, UT of Lakshadweep Administration (herein after called as “LEDA”), SECI invites proposals for setting up of Grid Connected Floating Solar PV Projects with Battery Energy Storage System (BESS) in RESCO mode, at Agatti and Kavaratti Islands of Lakshadweep.
- 1.5 Lakshadweep Electricity Department (herein after called as “LED”) shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.6 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.
- 1.7 No separate Central Financial assistance is envisaged for implementation of the projects

selected under this RfS.

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 LEDA/LED and the Bidder/SPD shall be governed by the RfS Documents/Agreement signed between LED and the SPD for the Project.
- 2.2 Solar Energy Corporation of India Limited (hereinafter called “SECI”), invites Techno Commercial & Price Bid from the prospective bidders to participate in this Tender enquiry for the requirement of **“Setting up of Grid-Connected Floating Solar PV projects with Battery Energy Storage System (BESS) on the lagoons of Agatti and Kavaratti Islands of Lakshadweep under RESCO mode through tariff-based competitive bidding.”**
- 2.3 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

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

- 2.4 Bidder shall submit its proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) (if applicable) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the Bid Processing Fees and/or Earnest Money Deposit (EMD) (as applicable) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective**

purpose mentioned herein.

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

- 2.5 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.

2.6 INTERPRETATIONS

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the Solar Power Developer (SPD) shall be required to set up Grid-Connected Floating Solar PV (FSPV) Projects with BESS, with the primary objective of supplying Solar Power to LED, as per the provisions of the RfS and draft standard Power Purchase Agreement (PPA).
- 3.2 The Projects shall be set up under the RESCO Mode as defined by MNRE. The scope of Work of the SPD, inter alia, includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing, commissioning, obtaining No Objection Certificate (NOC) for grid connectivity (if required) and synchronization with existing Distribution Network Grid for individual Grid Interactive Floating Solar PV Power projects having cumulative capacity of 2.7 MW (AC) with BESS at two (02) locations.
- 3.3 Obtaining Grid Connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the respective State Regulators (JERC/SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. LEDA/LED could facilitate connectivity and necessary approvals; however, the entire responsibility lies with the SPD only.
- 3.4 The SPD shall take all necessary Permits, Approvals and Licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 3.5 The SPD shall abide by all Statutory Laws, By Laws, Labour Laws, Factory laws, etc.
- 3.6 The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.
- 3.7 The detailed Scope of Work, Technical Specifications & Standards for Grid-Connected Floating Solar PV Power Projects is enclosed in Annexure-B.

4 *Total capacity offered*

Selection of Grid-Connected Floating Solar PV Power Projects for a cumulative capacity of **2.7 MW** will be carried out through e-bidding process. The projects will be constructed on the Islands of Lakshadweep as per the following details:

S. No.	Name of the Project/ Island	Project Rated Capacity (MW)	Solar PV- AC Capacity (MW)	Minimum DC capacity (MWp)	Minimum BESS Capacity
1	Agatti	0.95	4.00	5.20	2.5 MW, 16 MWh
2	Kavaratti	1.75	5.00	6.00	2.5 MW, 16 MWh

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 total of 2 Projects will be allocated under this tender, as specified at clause 4 above. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering tariff, separately, for maximum 02 projects.

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

- 5.2 The maximum capacity that will be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to the cumulative capacity of the said 2 projects.
- 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 installed at the designated locations on the lagoons of Agatti and Kavaratti islands. The projects shall be installed by the successful Bidder at its own cost, risk and responsibility. Floating Solar PV projects along with BESS to be installed on each Island of Lakshadweep shall be as per Clause 4.

To facilitate the Bidders, list of Islands of Lakshadweep with the details of the project has been enclosed as Annexure-B. Prospective Bidders may visit the respective sites and assess the feasibility of projects. However, the entire responsibility of identifying the site and supply the minimum energy requirement as per the RfS and PPA will be of the Successful Bidder. **SECI shall not bear any responsibility in this regard.**

6.2 **Project Configuration:**

The term “Project” shall have the meaning as defined in Section 4 of the RfS. PPA for each project will be signed separately.

7 *Connectivity with the Grid*

- 7.1 The Project should be designed for interconnection with the grid in accordance with prevailing SERC/JERC/DISCOM regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by 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), and any other regulations of the concerned DISCOM where the Project is located.
- 7.2 The interconnection of each of the projects with the grid shall be as per connectivity details mentioned for each project/island mentioned in Annexure-B.
- 7.3 The responsibility of getting connectivity and necessary approvals for grid connection and metering shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its risk and cost.
- 7.4 Metering arrangement of each Project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.

8 *Energy Supply by the Solar Power Developer*

8.1 Criteria for Energy Supply

- 8.2 The Committed Annual Energy to be supplied from Projects to be set up in Islands of Lakshadweep by the Bidders is as follows:

S. No.	Name of the Project/Island	Committed Annual Energy Supply (MUs)
1	Agatti	6.85
2	Kavaratti	8.37

- 8.3 It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the

required Annual Energy supply. For any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project, the SPD shall annually supply minimum energy amounting to 90 % of the committed Annual Energy (i.e., lower limit) from the project as per table above, till the end of the PPA term. The lower limit will, however, be relaxable to the extent of non-availability of grid, during solar generation hours, for evacuation which is beyond the control of the SPD. The annual Energy Supply will be calculated every year from 1st April of the year to 31st March next year. Relaxation to the non-availability of grid beyond the control of SPD need to be certified by LED. Further, duly signed hindrance register shall be maintained during the time of execution and O&M.

8.4 **Shortfall in Energy Supply**

Subsequent to Project commissioning, if for any Contract Year, except for the first year after Project commissioning, it is found that the SPD has not been able to supply energy within the permissible lower limit as per Clause 8.3 above, the penalty shall be levied on the SPD at the PPA tariff for the shortfall in energy terms, in accordance with provisions of the PPA.

9 *Commissioning of Projects*

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

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

- a. The Scheduled Commissioning Date (SCD), i.e. the deadline for commissioning the full Project capacity, shall be the date as on **30 months** from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 04.06.2025, then SCD shall be 04.12.2027).
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 04.06.2027, then the above deadline for Project commissioning shall be 04.12.2027).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.1.b above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis. For example, in case of a Project of 1 MW capacity, if commissioning of full project capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For

the purpose of calculations of the liquidated damages, ‘month’ shall be considered consisting of 30 days.

- d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.1.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated.

9.2 Early Commissioning

The SPD shall be permitted for full commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of connectivity. Early commissioning of the entire capacity of the Project will be allowed solely at the risk and cost of the SPD, and LED shall purchase the energy from such entire capacity of early commissioned Project at the PPA tariff. UCOD/COD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project.

10 *Operation & Maintenance (O&M) Guidelines to be mandatorily followed by the SPD*

- 10.1 The SPD shall be responsible for all the required activities for successful O&M of the Floating Solar PV project during the entire PPA term from the date of commissioning of the Project.
- 10.2 Following guidelines shall be followed in this regard. In addition, following O&M practices shall be strictly followed.
 - i. O&M of the Project shall be compliant with grid requirements to achieve committed energy generation.
 - ii. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
 - iii. Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the SPD to get the modules cleaned during O&M Period.
 - iv. A “hindrance register” shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA, recording
 - v. Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance.
 - vi. Replacement of defective Modules, Invertors/PCUs and other equipment, as and when required, will be carried out within 15 working days from the date of reporting of defect which can be extended based on the site accessibility, etc. as mutually agreed by the two parties.

- vii. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer's / supplier's recommendations.
- viii. All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the SPD. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- ix. If negligence/ mal-operation on part of the SPD's operator results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
- x. Co-ordination with LEDA/ LED as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD's side shall take a Joint Meter Reading in the presence of LEDA/LED on a monthly basis.
- xi. Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- xii. If any jobs covered in O&M Scope as per RfS are not carried out by the SPD during the O&M period, the LED/ LEDA shall take appropriate action as deemed fit. SECI reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the SPD. Failure to adhere to above guidelines may result in penal action including debarring from participation in next tender.
- xiii. It is up to SPD and LED/ LEDA to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

11 *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-A of the RfS). The bidder shall be eligible to submit/upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS. The Bidding documents are available free of cost.

12 *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. In case the Bidder chooses to submit the Bid Processing Fees through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

The bank details of SECI are available on www.seci.co.in under the “Financials” Tab. In case of making an online payment, the prospective Bidders shall immediately write to SECI (mailing to finance@seci.co.in), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. SECI will not be liable for any delay in issuing necessary invoices in this regard.

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

Bids submitted without Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument/Insurance Surety Bond against Earnest Money Deposit (EMD) (as applicable) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

Note: In all cases, a Bidder (including all the members in case of a Consortium) shall be allowed to avail the above exemptions provided to MSEs only in case the Bidder (including

all the members in case of a Consortium) meets the financial eligibility criteria as per Clause 31 on its own financial credentials or through the financial credentials of the Affiliates who are also an MSE. In case the Bidder (including any member in case of a Consortium) proposes to meet the financial eligibility criteria as per Clause 31 based on the credentials of its Affiliates and any of these Affiliates is not an MSE, the Bidder/Bidding Consortium will not be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfS, Bid Processing Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliates with any of these Affiliates not being an MSE, the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 22.(a) and Clause 22.(g) of the RfS, and the bid will be summarily rejected.

13 Project Scope & Technology Selection

Under this RfS, the SPD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network up to the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the SPD. The Projects to be selected under this RfS provide for deployment of Solar Power Technology. However, the selection of Projects would be technology agnostic. Refer Clause 3 of the RfS for details.

14 Bank Guarantee/ Payment on Order Instrument (POI)/Insurance Surety Bond against Earnest Money Deposit (EMD)

- 14.1 Based on the Project capacity committed by the Bidder for the project as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following table:

S. No.	Name of the Project/Island	EMD Value (INR in Crores)
1	Agatti	1.33
2	Kavaratti	1.41

In the case of a bidder submits bid for more than one project, the separate EMDs needs to be submitted for the value corresponding to each project.

The EMD shall be submitted in the form of Bank Guarantee according to Format 7.3A and valid for 12 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. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

- 14.2 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 the 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.

- 14.3 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 Bank Guarantee against EMD 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.
- 14.4 The Bank Guarantee (BG) or amendment to be submitted against EMD 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.

14.5 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, the LED offers to execute the PPA with the Successful Bidder and if the Successful Bidder 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 Bidder as part of response to RfS are misleading or misrepresented in any way;
- d. If the Bidder fails to furnish required Performance Bank Guarantee/POI/Insurance Surety Bond in accordance with Clause 15 of the RfS.

14.6 **Payment on Order Instrument (POI)**

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 14.1 above, for the amount and validity period as per those Clause 14.1 above.

14.7 **Insurance Surety Bond (Surety Bond)**

As another alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3C of the RfS, within the timelines as per Clause 14.1 above, for the amount and validity period as per Clause 14.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/Insurance Surety Bond towards/ against EMD.”

15 *Performance Bank Guarantee (PBG)*

- 15.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for the project for a value determined as per the following table:

S. No.	Name of the Project/ Island	PBG (INR in Crores)
1	Agatti	3.31
2	Kavaratti	3.51

PBG shall be submitted prior to signing of PPA. It may be noted that Successful Bidders shall submit the Performance Guarantee according to the Format 7.3D with a validity period up to (& including) the date as on 9 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 SPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that

the PBG validity is enhanced by the SPD prior to expiry of validity of the PBG.

- 15.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each project. The PBGs will be issued in favor of SECI.

The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder 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, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

- 15.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 30.4 of the RfS.

- 15.4 The format of the Bank Guarantee prescribed in the Formats 7.3 A (EMD) and 7.3 D (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the Project. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

- 15.5 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.

- 15.6 The Bidder (for each Project) selected based on this RfS is required to sign PPA with LED within the timeline as stipulated in Clause 18 of the RfS. In case, LED offers to execute the PPA with the Selected Bidder and if the Selected Bidder 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/POI/Insurance Surety Bond 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. It is further clarified that the Penalties are genuine pre-estimate and Bidder/SPD agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.

- 15.7 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.

15.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process/ contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.

15.9 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.

The PBG of SPDs shall be returned to them, after successful commissioning of their projects after taking into account any liquidated damages due to delays in commissioning as per Clause 9 of the RfS.

15.10 Payment on Order Instrument (POI)

As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 E of the RfS, within the timelines as per Clause 15.1 above, for the amount and validity period as per those Clause 15.1 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 15.1 above, will be applicable in this case too.

15.11 Insurance Surety Bond (Surety Bond)

As another alternative to submission of PBG as above, the SPD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3F of the RfS, within the timelines as per Clause 15.1 above, for the amount and validity period as per Clause 15.1 above. In case the SPD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 15.1 above, will be applicable in this case too.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as

“Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)/Insurance Surety Bond.”

16 Environmental Social Impact Assessment (ESIA) Report Charges

- 16.1 National Centre for Sustainable Coastal Management (NCSCM) has conducted a study for assessment of Environmental impact of the proposed Floating Solar Photo Voltaic plants in the lagoons of Agatti and Kavaratti islands of Lakshadweep.
- 16.2 The said Environmental Social Impact Assessment Report (ESIA) will be shared with the Selected Bidder to understand the feasibility of physical, hydrodynamic, ecological and social factors recommended for installation of the said floating solar Projects.
- 16.3 The Selected Bidder shall pay the ESIA Report charges to SECI towards the Environmental and Social Impact Assessment (ESIA) study conducted by the National Centre for Sustainable Coastal Management (NCSCM) at Agatti and Kavaratti. The ESIA Report charges are **INR 59,10,782/- (inclusive of taxes) per island**. If the Selected Bidder is awarded projects for both Agatti and Kavaratti islands, the cumulative amount for both islands shall be paid. Payment shall be made in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of the LoA or at least 07 days prior to the date of signing the PPA, whichever is later.
- 16.4 SECI shall share the ESIA report with the selected bidder upon receipt of the full payment. The PPA shall be signed only after deposit of the ESIA Charges to SECI. The ESIA Charges paid to SECI are non-refundable.
- 16.5 Any delay in depositing the said amount to SECI, as specified within the stipulated time, shall not impact or alter the effective date of the PPA. The effective date of the PPA will remain as originally intimated by SECI/LED.

17 Service Charges

- 17.1 The Selected Bidder shall pay the following Service Charges + 18% GST to SECI, towards administrative overheads, coordination with Government Authorities and others, pre-commissioning and commissioning expense, as applicable, as per the following table:

S. No.	Name of the Project/Island	Service charges (INR in Crores exclusive of GST)
1	Agatti	1.99
2	Kavaratti	2.12

- 17.2 The Service Charges will be calculated on the total Project capacity for which PPAs are signed by the SPD. These charges will be payable in two installments as follows:

- 50% to be paid within 30 days of issuance of LoAs by SECI, and
- Remaining 50% to be paid to SECI prior to signing of PPA.

Both the installments of Service Charges paid to SECI are non-refundable.

- 17.3 Service Charges are to be paid by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS. In case of the first installment, any delay in depositing the said amount to SECI beyond 30 days of LoAs shall attract late payment charges @18% per annum+ applicable GST, levied on per day basis, on the amount corresponding to the 1st installment (i.e. 50% of Service Charges), until (and including) the date of payment of the said amount, which shall not be later than 60 days after issuance of LoA. In case of delay in submission of the 1st installment beyond 60 days after issuance of LoA, the awarded capacity shall stand cancelled and BG against EMD will be encashed by SECI.
- 17.4 The 2nd installment shall be paid prior to signing of PPA, and the PPA shall be signed only after deposit of the second installment to SECI.

18 Power Purchase Agreement (PPA)

- 18.1 The LED shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this RfS. A copy of standard PPA to be executed between the two parties is available on the ISN-ETS Portal and also on SECI's website. The PPA shall be signed within 60 days from the date of issue of Letter of Award (LoA), if not extended by SECI/LEDA/LED. *(for e.g. If the LoA is dated 05-04-2025, then the last date of signing of PPA shall be 04-06-2025)*. Subsequent extension in this timeline shall be finalized as mutually agreed by the SECI/LEDA/LED and the SPD. PPA will be executed between LED and selected bidder, or its SPV, separately for each Project. The PPA shall be valid for a period of 25 years from date of commissioning of the Project.
- 18.2 The PPAs shall be valid for a period of 25 years from the date of Project Commissioning, i.e. the Commercial Operation Date (COD) of the Project. Any extension of the PPA term beyond this shall be carried out through mutual agreement between the SPD and LEDA/LED.
- 18.3 The Performance Bank Guarantee (as per Clause 15), the ESIA charges (as per clause 16) and Service Charges (as per Clause 17), shall be submitted by the SPD prior to signing of PPA. Before signing of PPA, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false/ misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

SECI will issue necessary go-ahead for signing of PPA, upon verification of compliance of pre-requisites by the SPD as brought out above. The PBG will be required to be submitted to SECI for verification.

SECI shall facilitate the PPA signing process and will bear no responsibility whatsoever on account of non-availability of land and/or non-execution of PPA for any particular project.

18A Integrity Pact (IP)

In respect of this RfS, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the Selected Bidder, as per Format 7.9. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, i.e. SECI, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

- a) Shri Rakesh Mohan, IA&AS (Retd.), E-mail ID: rmohan1987@gmail.com
- b) Shri Najib Shah, IRS (Retd.), E-mail ID: najibshah@hotmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The Contractor, i.e. the SPD, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designated Nodal Officer in SECI or directly with the IEM at SECI office at following address.

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023,
India

Kind Attn.: Executive Director (C&P)
Telephone No.: - 0091-(0)11-24666200
E-mail: - contracts@seci.co.in

The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments.

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

- 19.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with LED.
- 19.2 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), insolvency, insanity of existing shareholders.
- iv. Transfer of shares within the Group Company pursuant upon amalgamation, merger, demerger etc. driven by court order.
- v. Transfer of shares to IEPF.
- vi. Issue of Bonus Shares.
- vii. Transfer of shares within the group companies due to merger/amalgamation subject to court approval.

- 19.3 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. 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. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 19.4 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. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 19.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- 19.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI, LEDA and LED.
- 19.7 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 SPD to LED.

20 *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-A. 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**.
- iii. Bank Guarantee/ Payment on Order Instrument (POI)/Insurance Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 B/7.3 C**.
- iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project(s) and to sign the PPA with LED. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. 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 regarding no willful default and no major litigation pending 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. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.9**
- x. Attachments
 - a. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company at the time of bid submission, the bid submitted shall be treated as nonresponsive and shall be rejected.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - c. 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.
 - d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, or provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (as applicable), shall be required to be submitted.
 - e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xi. Covering letter for the financial bid as per **Format 7.10**

21 Important Notes and Instructions to Bidders

- 21.1 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.
- 21.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS.
- 21.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS

and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI/Insurance Surety Bond 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.

- 21.4 If the event specified at Clause 21.3 is discovered after the Effective Date of PPA, the following consequences shall apply, depending on the stage of the project -
- i. Prior to the commissioning of the project: If the concealment of material information, misrepresentation, or misleading statement is discovered before the project is commissioned, the Bank Guarantee/POI/Insurance Surety Bond submitted up to that stage shall be encashed by SECI and the PPA shall be terminated with immediate effect. Further, the Bidder shall bear sole responsibility for any consequences arising from this termination.
 - ii. Subsequent to the commissioning of the project: If the concealment, misrepresentation, or misleading statement is discovered post-commissioning, it shall constitute as SPD's Event of Default as per Article 11.3 of the PPA. The applicable provisions and penalties specified under the Event of Default clause in the PPA shall be enforced by SECI.

In both scenarios, the Bidder shall remain fully liable for any consequences arising from their actions, as outlined in Clause 21.3 and 21.4.

- 21.5 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.
- 21.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 21.7 The response to RfS shall be submitted as mentioned in Clause 20 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.
- 21.8 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.
- 21.9 All the information should be submitted in English language only. In case of bidders or their foreign affiliate having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

- 21.10 Bidders shall mention the name of the contact person, complete address and contact details of the Bidder in the covering letter.
- 21.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 21.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 21.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 21.14 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.
- 21.15 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 21.16 All the financial transactions to be made with SECI including service charges, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

22 Non-Responsive Bid

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

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

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

- (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.

23 Method of Submission of Response to RfS by the Bidder

23.1 Documents to be Submitted Offline (in Original)

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

- i. DD/Pay order or NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.
- ii. Bank Guarantee/ Payment on Order Instrument/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B/7.3C). One EMD shall be submitted for the cumulative capacity quoted by the Bidder.
- iii. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

No documents will be accepted in person, on or before the date of bid submission. Bank Guarantee/POI/Insurance Surety Bond against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the Bank Guarantee/POI/Insurance Surety Bond against EMD and DDs/Pay Orders (if applicable) against the bid processing fee, 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 22.03.2025, the above deadline will expire at 18:00 hrs. on 24.03.2025. 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/POI/Insurance Surety Bond against EMD along with DDs/Pay Orders (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:

Request for Selection (RfS) Document for Selection of Solar Power Developers for Setting up of Grid-Connected Floating Solar PV Projects with Battery Energy Storage System (BESS) in Lakshadweep under RESCO Mode Through Tariff Based Competitive Bidding	
<i>Project applied for (Strike out whichever is not applicable)</i>	<i>Project 1: Agatti – 0.95 MW Project 2: Kavaratti – 1.75 MW</i>

<i>RfS Reference No.</i>	SECI/C&P/IPP/11/0025/24-25 dated 05.03.2025
<i>Submitted by</i>	_____ (Enter Full name and address of the Bidder)
<i>Organization ID (OID) on ETS portal</i>	_____ (Enter the OID through which the Bid has been submitted online on ETS portal)
<i>Authorized Signatory</i>	_____ (Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<i>Bid Submitted to</i>	Executive Director (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel No. 011-24666200 e-mail - contracts@seci.co.in

23.2 Documents to be Submitted Online

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

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

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

I. Technical Bid (First Envelope)

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

- a. Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3 B/7.3 C, 7.4, 7.5 (if applicable), 7.6, 7.7, and 7.8/7.8A, 7.9 as elaborated in Clause 20 of the RfS.

- b. All attachments elaborated in Clause 20 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 details towards Bid Processing Fee as mentioned in Bid Information Sheet.
- e. Scanned Copies of requisite amount of Bank Guarantee/ Payment on Order Instrument/Insurance Surety Bond 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 21.8 and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. Financial Bid (Second Envelope)

- a) Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
 - i. Covering letter for the financial bid as per Format - 7.10 of the RfS
- b) Bidding Parameter:
 - i. **For each island/project, as a part of financial bid submission, only a single Tariff (Rs./kWh), shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The Tariff shall remain fixed for the complete term of PPA. 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.**
 - ii. The above tariff-fixed for the term of the PPA-shall include all costs related to the Scope of Work as per the RfS and Obligations of the SPD under the PPA. The Bidder shall quote for the entire facilities on a "single responsibility" basis such that the tariff covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (25 years), inclusive of all taxes. The fixed tariff should be quoted while accounting for the cost of grid-connectivity and metering application/ security deposit etc. All costs associated with connectivity and metering arrangement will have to be borne by the successful Bidder/SPD.
 - iii. The tariff shall remain firm and fixed and shall be binding on the Successful Bidder/SPD for the term of the PPA irrespective of actual cost of execution of the

Project. No escalation on the tariff will be granted for any reason whatsoever. The SPD shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

- iv. The fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation/adjustment shall be payable by the LED. However, statutory variation of taxes and duties may be paid by the LED.

Note: The Bidder is required to quote the Tariff up to two decimal places. In case of submission of Tariff with more than two decimal places, digits after two decimal places will be discarded (for e.g. a Tariff quoted of 3.567 by the Bidder will be read as 3.56).

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. The Bidding envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
- d. In case the Bidder submits the online documents on ISN-ETS within the bid submission deadline, fails to submit the offline documents in the office of SECI within the bid submission deadlines and fails to submit the pass phrases in the ETS portal within 2 working days after bid submission deadline, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. However, in this case, if the bidder is an MSE, its bid will be opened upon submission of proof of it being an MSE and pass-phrases. 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. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- e. In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Bidder.

For e.g., if the bid submission deadline is 18:00 hrs on 22.03.2025, the above deadline will expire at 18:00 hrs on 24.03.2025. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for online submission of Pass-phrases in the ETS portal.

24 *Validity of the Response to RfS*

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of bid submission (“Bid Validity”). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

25 *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.

26 *Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments*

- 26.1 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.
- 26.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI’s response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 26.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI’s website).
- 26.4 Enquiries/ Clarifications up to award of contract may be sought by the Bidder from following point of contacts in SECI:

<u>Name of the Authorized Person of SECI</u>	<u>Contact Details</u>
Shri Atulya Kumar Naik Executive Director (C&P)	Phone (Off): 011-24666200 e-mail: contracts@seci.co.in
Shri Abhisekh Srivastav Manager (C&P)	Phone (Off): 011-24666260 e-mail: abhisekhsri@seci.co.in
Shri Swapnil Gandhi Sr. Engineer (C&P)	Phone (Off): 011-24666359 e-mail: swapnil.gandhi@seci.co.in
Ms. Arya Sharma Executive Trainee (C&P)	Phone (Off): 011-24666293 e-mail: arya.sharma@seci.co.in

- 26.5 Bidders/SPDs may contact SECI's following points of contact for inquiries, clarifications, or authorizations after issuance of LoA, during execution stage and after Project Commissioning:

<u>Name of the Authorized Person of SECI</u>	<u>Contact Details</u>
Sh. Shreedhar Singh AGM (Projects)	Phone (Off): 011-24666221 Email: shreedhar.singh@seci.co.in
Sh. I. S. K. Reddy Manager (PS)	Phone (Off): 011-24666234 Email: iskreddy@seci.co.in

27 *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 subsequent to bid submission and prior to issuance of LoAs, the processing fee, without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders (if applicable).

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded. In case no PPA is signed by the Selected Bidder against the awarded capacity, on account of reasons solely attributable to the Selected Bidder, the Service Charges paid by the Successful Bidder will not be refunded by SECI. However, in case no PPA is signed on account of reasons attributable to SECI/LEDA/LED, the Service Charges paid by the Bidder will be refunded by SECI.

28 *Post Award Compliances*

Timely completion of all the milestones i.e. signing of PPA, meeting Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. SECI/LEDA/LED shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents. Any checklist shared with SPD by SECI and/or LEDA/LED for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the SPD.

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

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

29 General Eligibility Criteria

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

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

It is clarified that in case of Consortium, each of the Consortium members shall have a non-zero equity participation in the Consortium, i.e. a Consortium of 2 members with a 100:0 arrangement of equity commitment will not be eligible as a bidder under this RfS.

- 29.3 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 at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.
- 29.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 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. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.
 - iii. "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.

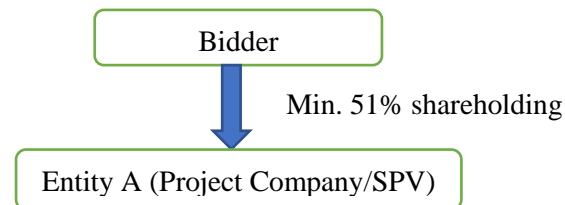
- iv. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 29.4.iv.d. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 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.

29.5 Proprietorships, Partnerships, Trusts, NGOs, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as part of a Consortium/JV.

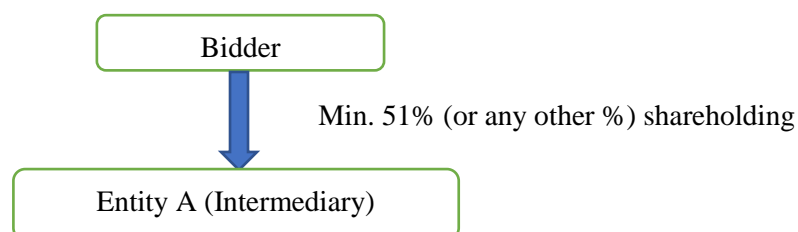
29.6 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the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

29.7 For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 29.3 and 29.4 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.

- 29.8 A foreign company cannot participate on a standalone basis or as a member of consortium under this RfS.
- 29.9 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 thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to 1 year from the SCSD, except with the prior approval of SECI.

30 Technical Eligibility Criteria

- 30.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of the RfS.
- 30.2 The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants of cumulative AC Capacity of **not less than 50% of the Project capacity quoted for**, in the last 07 (Seven) years as on last date of bid submission of this RfS. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

AND

The Bidder must have experience in Design, Supply, Installation & Commissioning of **at least 02 (Two) Grid Connected Solar PV Power Plants having an individual AC capacity of 10 % or above of the project quoted for**, in the last 07 (Seven) years as on last date of bid submission of this RfS. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

The above requirements translate to numeric values as follows:

S. No.	Name of the Project/ Island	Solar PV- AC Capacity (MW)	Minimum cumulative AC capacity (MW)	Minimum AC capacity of each of the projects commissioned (MW)
1	Agatti	4.00	2.00	0.4
2	Kavaratti	5.00	2.50	0.5

The Bidder shall submit applicable contract(s) and Project commissioning certificate(s) for the respective Project(s) and a certificate from the respective client(s) certifying satisfactory operation of the plant(s). The bidder may submit the experience of the ground mounted or Rooftop Solar PV Projects to meet the above said technical criteria.

Detailed technical parameters for Floating Solar PV Projects to be met by SPDs are at Annexure-B. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells), valid as on the date of invoicing of such modules.

31 Financial Eligibility Criteria

31.1 Net-Worth

- The Bidder has to demonstrate the minimum Net-worth requirement based on the number of projects quoted for, as per the following table:

S. No.	Name of the Project/ Island	Minimum Net-Worth (INR in Crores)
1	Agatti	13.22
2	Kavaratti	14.026

It is clarified that if a bidder quotes for more than 1 project then the bidder is required to demonstrate the cumulative Net-worth of the minimum Net-worth’s of the projects quoted for.

- The above Net Worth shall be demonstrated by the Bidder as on the last date of previous Financial Year, i.e., FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline.

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

AND

31.2 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:

S. No.	Name of the Project/ Island	Min. Annual Turnover (INR in Crores)	Min. PBDIT (INR in Crores)	Min. Line of Credit (INR in Crores)
1	Agatti	11.7067	2.3413	2.9267
2	Kavaratti	12.5048	2.5009	3.1262

- i. A minimum annual turnover with reference to the above table during the previous financial year, 2023-24 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) excluding other and exceptional income for a minimum amount with reference to the above table, as on the last date of previous financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline.
- iii. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount with reference to the above table, 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.

- 31.3 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 31.1 and 31.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS.

- 31.4 For the purposes of meeting financial requirements, latest consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of the financial capability of its Affiliates (fully or partly), then only the unconsolidated audited Annual Accounts of the Affiliate(s) as well as bidding company, as the case may be, shall be used.
- 31.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2023-24, or provisional accounts 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.

- 31.6 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.
- 31.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 31.6 above.
- 31.8 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 the Consortium shall be computed on aggregate basis, summing up the meeting of eligibility requirements as demonstrated by the individual Consortium members.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

32 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.

33 Techno-Commercial Evaluation of Bidders (Step 1)

- 33.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 20 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee and of pass-phrases in the ETS portal.

For e.g., if the bid submission deadline is 18:00 hrs. on 22.03.2025, the online bid opening will be conducted on 25.03.2025. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 33.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by SECI, shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- 33.3 Subject to Clause 20 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.
- 33.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

34 Financial Bid Evaluation (Step 2)

- 34.1 Second Envelope (containing Fixed Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.
- 34.2 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the

“**Tariff**”, quoted by the Bidder in the Electronic Form of Financial Bid. The ‘**Tariff**’ shall be quoted in **Rs./kWh** for the entire term of the PPA.

- 34.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a separate “Fixed Tariff” for each island/project in Indian Rupee per kWh for all the Projects applied for. **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).
- 34.4 In this step, evaluation will be carried out separately for each island/project for the project capacities as per Clause 4, based on the tariff quoted by Bidders.
- 34.5 On completion of Techno-Commercial bid evaluation, if it is found that for each island/project, 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.
- 34.6 Based on the fixed tariff quoted by the bidders, SECI shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote).

35 *Selection of Successful Bidders*

- 35.1 For each project, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as the Successful Bidder. In case of multiple Bidders quoting the L1 tariff, then the ranking among these Bidders shall be done as follow:
- a. The Bidder who has the highest Net-Worth as per the documents submitted as a part of their bid, shall be considered as L-1.
 - b. If there is a tie among any of these Bidders, then draw of lots will be conducted.
- 35.2 There shall be no negotiation on the quoted final tariff between SECI and the Bidder(s) during the process of evaluation.

36 *Issuance of Letters of Award (LoAs)*

At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidders identified as per the provisions of Clause 35, separately 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. Each Successful Bidder shall acknowledge the LoA and return duplicate of the same, duly signed and stamped by the authorized signatory of the Successful Bidder to SECI within 07 (Seven) days of issue of LoA, failing which it will be deemed to have been accepted by the Bidder.

If the Successful Bidder, to whom the LoA has been issued does not fulfil any of the conditions specified in Bid document, then SECI reserves the right to annul/cancel the award of the Letter of Award of such Successful Bidder.

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

37 *Inspection and Audit*

The SPD shall permit SECI/LEDA/LED to inspect its project site, accounts and records relating to the performance of the SPD and to have them audited by auditors appointed by the SECI/LEDA/LED, if so, required by the SECI/LEDA/LED any time during the term of the PPA.

38 *Debarment from Participating in SECI's Future Tenders*

SECI reserves the right to carry out the performance review of each Bidder/SPD from the time of submission of Bid. In case it is observed that a bidder/SPD has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RfS, such Bidders may be debarred from participating in SECI's any future tender for a period as decided by the competent authority of SECI.

SECTION 6. DEFINITIONS OF TERMS

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

- 39.1 **“ACT” or “ELECTRICITY ACT, 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 39.2 **“AFFILIATE”** shall mean a company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
- 39.3 **“APPROPRIATE COMMISSION”** shall mean the Central Electricity Regulatory Commission referred to in sub- section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be; For this RfS, JERC: shall mean Joint Electricity Regulatory Commission.
- 39.4 **“BATTERY ENERGY STORAGE SYSTEM (BESS)”** shall mean an energy storage system based on commercially available electrochemical storage media comprising of unit batteries, including battery management system (BMS), auxiliaries (if any) installed as a part of the Project.
- 39.5 **“B.I.S.”** shall mean specifications of Bureau of Indian Standards (BIS).
- 39.6 **“BID” or “PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by SECI.
- 39.7 **“BIDDER”** shall mean Bidding 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;.
- 39.8 **“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.
- 39.9 **“BID CAPACITY”** shall mean aggregate project capacity of the Floating Solar PV Power

Project(s) as proposed by the Bidder.

39.10 **“BUYING ENTITY”** or **“CLIENT”** shall mean the Lakshadweep Electricity Department (LED), UT of Lakshadweep, which is authorized to sign the PPA with the SPD, either by itself or through its authorized agency or shall mean the Lakshadweep Energy Development Agency (LEDA), as the case may be.

39.11 **“CEA”** shall mean Central Electricity Authority.

39.12 **“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.

39.13 **“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.

39.14 **“COMMERCIAL OPERATION DATE (COD)”** shall mean as defined in PPA.

39.15 **“CONTRACTED CAPACITY”** shall mean the AC capacity in kW/MW contracted with the Client for supply of power by the SPD to the Client at the Delivery Point from the Project, based on which the PPA is executed with the Client.

39.16 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

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

39.17 **“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.

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

39.19 **“DAY”** shall mean calendar day.

39.20 **“EFFECTIVE DATE”** shall mean the date of signing of the Power Purchase Agreement (PPA) executed by both the parties.

39.21 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

39.22 **“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.

39.23 **“GUIDELINES”** shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects” issued by Ministry of Power vide Gazette Resolution dated 28.07.2023, including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this RfS

39.24 **“GRID CODE REGULATIONS”** or **“GRID CODE”** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time

39.25 **“IEC”** shall mean specifications of International Electro-Technical Commission.

39.26 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall be the single point, at a location mentioned in Annexure-B for each project under Connectivity details given by Client, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project to the Client.

- 39.27 **“JERC”** shall mean the Joint Electricity Regulatory Commission for the State of Goa & Union Territories constituted under Section-82 of Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of Electricity Act 2003.
- 39.28 **“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).
- 39.29 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
- Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until 01 (one) year after the Commercial Operation Date (COD) of the Project.*
- 39.30 **“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 Project.
- 39.31 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 39.32 **“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.
- 39.33 **“MONTH”** shall mean calendar month.
- 39.34 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
- 39.35 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 39.36 **“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.
- 39.37 **“PROJECT”** or **“FLOATING SOLAR POWER PROJECT”** shall include the integrated assembly of photovoltaic panels, floaters, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.

The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection

point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to LED.

- 39.38 **“PROJECT CAPACITY”** shall mean the capacity (as mentioned in Clause 4) that can be scheduled on which the Power Purchase Agreement shall be signed.
- 39.39 **“PROJECT COMMISSIONING”** The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the commissioning procedures defined in the PPA.
- 39.40 **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process) {in case of the Successful Bidder/Bidding Consortium itself executing the Project}, or the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with the Client {in case of Project execution through SPV}.
- 39.41 **“RESCO”** shall mean Renewable Energy Service Companies.
- 39.42 **“RESCO MODEL”** shall mean a business model where the Project Developer sets up a Floating Solar PV Power Project on the land owned by a different entity, by obtaining right to access the land/leasing the land with the land-owning entity on mutually agreed terms and conditions, and enters into the PPA with land owner/ DISCOM/ others for supply of Solar power for the term of the PPA. The Project Developer is responsible for construction, commissioning, ownership and operation of the Project for the entire term of the PPA at its own risk and cost.
- 39.43 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/11/0025/24-25 dated 05.03.2025.
- 39.44 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 39.45 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9 of the RfS.
- 39.46 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply Energy to LED as per the terms of PPA.
- 39.47 **“SOLAR PV PROJECT”** or **“SOLAR POWER GENERATING SYSTEM/**

STATION” shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

39.48 **“TOE”** shall mean Tender Opening Event.

39.49 **“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.

39.50 **“WEEK”** shall mean calendar week.

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

Format 7.1

COVERING LETTER

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

Ref. No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

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

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

Dear Sir/ Madam,

We, the undersigned *[Insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to LED, 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 following Project(s): -

S. No.	Name of Project/Island	Project Capacity* (MW)	Participation (Yes/No) (No or Blank cell will be assumed as No only)
1	Agatti	0.95	
2	Kavaratti	1.75	

**AC-DC solar PV Capacity and BESS capacity will be subject to clause 4 of the RfS.*

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy] and standard PPA document attached thereto, issued by SECI. In token of our acceptance to the RfS and PPA 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.
2. Earnest Money Deposit (EMD): - (Please read Clause 14 carefully before filling)

We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee/Payment on Order Instrument (POI)/Insurance Surety Bond no. [Insert Bank Guarantee/Payment on Order Instrument/Insurance Surety Bond number] dated [Insert date of Bank Guarantee/POI/Insurance Surety Bond] as per Format 7.3A/7.3B/7.3C from [Insert name of bank providing Bank Guarantee/POI/Insurance Surety Bond] and valid up to.....in terms of Clause 14 of this RfS. The total Project capacity offered by us is MW [Insert cumulative project capacity proposed]. (Strike off whichever is not applicable)
3. We hereby declare that in the event our bid get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, ESIA charges and Service charges for the selected Project, within due time as mentioned in Clauses 15, 16 & 17 of this RfS and/or we are not able to sign PPA with the Client within the timeline as stipulated in the RfS for the selected Projects, SECI shall have the right to encash the EMD/PBG 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 and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects 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 with LED, 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 LED, 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 undertake that the onus of locating the land and completing the other documentation like finalizing the Project report and entering into agreements with the land owners lies with us and that SECI does not bear any responsibility in this regard.
12. We confirm that all the terms and conditions of our Bid are valid up to the date as on 12

months from the last date of submission of response to RfS.

13. 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:

14. 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 our event of default under PPA and consequent provisions of PPA shall apply.

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

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws 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 BANK GUARANTEE TOWARDS 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
_____ [*Insert title of the RfS*] of the project capacity of MW [*Insert Project
capacity proposed*] for supply of power there from on long term basis to Lakshadweep Electricity
Department (LED), 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 up to and not exceeding Rupees _____ [*Insert amount not less than that
derived on the basis of project 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 14 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 14 of this RfS*]. SECI shall be entitled to invoke
this Guarantee till _____ [*insert date of validity in accordance with Clause 14 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 14 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC
(IN LIEU OF BG TOWARDS EMD)**

No.

Date:

SECI,

Registered

**Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on Order
Instrument for an amount of Rs. _____**

Dear Sir,

1. It is to be noted that M/s. _____ (*insert name of the POI issuing Agency*) (**‘REC/PFC’**) has sanctioned a non-fund-based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (*insert name of the Bidder*), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____ [*Insert title of the RfS*] of the project capacity of MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis to Lakshadweep Electricity Department (LED), 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 PFC/REC*] 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 up to and not exceeding Rupees _____ [*Insert amount not less than that derived on the basis of project capacity proposed*], only, on behalf of M/s _____ [*Insert name of the Bidder*].
4. In consideration of the above facts, REC/PFC, having its registered office at

_____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-

- (a) REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the _____ against SECI;
 - (c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and REC/PFC shall

make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).
()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:

Date:

To,

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

Dear Sir,

In accordance with your RfS No.dated, M/s*[Insert name of the Bidder]* having its Registered/Head Office at..... *[Insert address of the bidder]* (hereinafter referred to as 'bidder') wish to participate in the said bid for*[Insert name of the RfS]*.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of *[Insert amount not less than that derived in line with Clause 15 of the RfS]* valid for.....*[insert date of validity in accordance with Clause No. 15 of this RfS]* required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the..... *[Insert name of the "Insurer"]* having our Head Office at*[Insert address of the Insurer]* guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of *[Insert amount not less than that derived in line with Clause 15 of the RfS]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto..... *[insert date of validity in accordance with Clause 15 of this RfS]*. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s*[Insert name of the Bidder]* on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer 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 Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond 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.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this day of 20..... at

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Power of Attorney No.

Date.....

Email id of the Branch for confirmation of this Bond:

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted separately for each Project)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer' or 'SPD') 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 to Lakshadweep Electricity Department (LED), 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 Solar Power Developer and issuing Letter of Award No. _____ to _____ (*Insert Name of selected Solar Power Developer*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into with Lakshadweep Electricity Department, hereinafter referred to as "Client", for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

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

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

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

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

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

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

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

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

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

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

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

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

No.

Date

SECI,

Registered

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

Dear Sir,

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

authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company].

4. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-
- (i) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
 - (j) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (k) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (l) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc.;
 - (m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (n) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (o) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
 - (p) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and REC/PFC shall in no case, be

liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

(Name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()

General Manager (TS)

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:

Date:

To

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

Dear Sir,

In consideration of Solar Energy Corporation of India Limited (hereinafter referred to as SECI, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [*Insert name of Solar Power Developer*]..... with its Registered/Head Office at..... (Hereinafter referred to as the ‘Solar Power Developer’ or ‘SPD’, which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity ofMW for supply of power there from on long term basis, in response to the RfS dated..... issued by SECI by issuing Letter of Award No.dated..... and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees[*Total Value*] only.

We [*Name & Address of the “Insurer”*] having its Head Office at (hereinafter referred to as the ‘Insurer’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SECI unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees _____ [Total value] on behalf of M/s _____ [Insert name of the selected SPD] at any time up to [*days/month/year*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the SPD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the SPD or any dispute pending before any Court, Tribunal, Arbitrator or any other

authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the SPD for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SECI shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SPD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Power Purchase Agreement between SECI and SPD or any other course or remedy or security available to SECI. The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SECI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the SPD and notwithstanding any security or other guarantee that SECI may have in relation to the SPD's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the Bidder/SPD] and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond 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 RfS.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR (Indian Rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[SPD's Name] on whose behalf this Insurance Surety Bond has been given.

Dated this day of 20..... at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer stamp)

Email id of the Branch for confirmation of this Bond:

Authorized Vide Power of Attorney No.....

Date.....

WITNESS :

1.....
(Signature)

.....
(Name)

.....
(Official Address)

2.
(Signature)

.....
(Name)

.....
(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the SPD shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of SPD/Insurer issuing the Insurance Surety Bond.

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 Client Organization desires to purchase Power under RfS for _____ (insert title of the RfS);

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member

as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

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

6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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 2023-24.

This Net Worth has been calculated in accordance with instructions provided in Clause 31.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member: INR ----- Crore

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

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

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____in words) as on the

end of Financial Year 2023-24 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: *[Insert name of the Member]*

Annual Turnover Requirement to be met by Member: INR -----Crore

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

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (if any)	Annual Turnover (in Rs. Crore)
Company 1			

Total			

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before

Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RfS, by demonstrating a PBDIT of INR _____ (in words) as on the end of Financial Year 2023-24 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: *[Insert name of the Member]*

PBDIT Requirement to be met by Member: INR -----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)
Company 1			

Total			

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

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's Firm:

UDIN No.:

Date:

Note:

- i. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- ii. Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
- iii. In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

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

(Name and Signature of the Authorized Signatory)

FORMAT FOR DISCLOSURE

(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/ 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. _____ dated _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

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

We further declare that we have read the provisions of Clause 29.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl.17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We

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

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

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

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

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

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref. No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

To

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

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

Dear Sir/ Madam,

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

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

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

Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

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

We further declare that we have read the provisions of Clause 29.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

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

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

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

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

Thanking you,

We remain,

Yours faithfully,

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

DECLARATION

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No
7/10/2021-PPD(1) dated 23.03.2023**

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

Ref. No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

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

Sub: Response to the RfS No dated

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 7/10/2021-PPD(1) dated 23.03.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

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

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory.

Enclosure: OM dated 23.02.2023, as referred above

["Order \(Public Procurement No. 4\) - Restrictions under Rule 144\(xi\) of the General Financial Rules \(GFRs\), 2017.pdf \(doe.gov.in\)"](#)

INTEGRITY PACT

(The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

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

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

Dear Sir/ Madam,

I/ We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my firm for a cumulative project capacity of ____ MW on ____ *(insert name of islands/projects)* as Bidder for the subject tender under this RfS.

I/We agree that this offer shall remain valid for a period up to the date as on 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

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

Thanking you,

We remain,

Yours faithfully,

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

Notes:

- 1. For each project/island, there can be only one tariff for the Project capacity. If the bidder quotes two tariffs or combination thereof for the projects for a single project/island, 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.*

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

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

Broad Outline of Activities from Bidder's Perspective:

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

For participating in this tender online, the following instructions are to be read carefully. These

instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

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

ISN-ETS/ Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)

Email-ID	support@isn-ets.com [Please mark CC: support@electronic tender.com]
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Some Bidding Related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 23.1 of the RfS, failing which the technical bids will not be opened.

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

Internet Connectivity

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and

avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.**

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

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

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

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

SCOPE OF WORK, TECHNICAL SPECIFICATIONS & STANDARDS FOR GRID-CONNECTED FLOATING SOLAR PV SYSTEMS/POWER PLANTS**1 Background**

The power generation and distribution systems of different Islands of Lakshadweep are served by separate standalone systems. Lakshadweep Electricity Department is responsible for generation and distribution of electricity to consumers round the clock in the entire Lakshadweep Islands. Department is also involved in internal electrification of Govt buildings and implementation of non-conventional energy source projects in the Island. Diesel Generators (DGs) are the main source of power generation for Lakshadweep Electricity Department. Considering the adverse impact of DGs on the ecologically sensitive Lakshadweep, administration of UT Lakshadweep intends to promote RE based generation in the Lakshadweep.

2 Scope of Work

Scope of Work of the RESCO (Renewable Energy Service Company) under the RfS includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, inspections, packing and forwarding, insurance, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, scrapping of existing solar plants & modules, installation and incidentals, insurance at all stages, erection, testing and commissioning of Floating Solar PV Power Plants at 2 different islands of union territory of Lakshadweep as per the Clause 3 below: Project Particulars for supply of Power to Lakshadweep Electricity Department (LED) as per the terms and conditions of the Power Purchase Agreement.

3 Project Particulars**3.1 Agatti Island, Lakshadweep**

Site Name/ Location	Agatti Island, Lakshadweep
Project Model	RESCO MODE
Project Owner	SPD
Project Capacity (MW)	0.95
Minimum AC capacity of solar PV system (MW)	4
Minimum BESS capacity	2.5 MW, 16 MWh (12.8 MWh dispatchable)
PV Technology	Mono/ Multi Crystalline/ Thin Film
Orientation of PV modules	Preferably E-W Configuration
O&M period	25 Years
Design life of PV Power plant	25 Years

Site Details (The exact co-ordinates of the available site shall be provided to the successful bidder.)	
Geographical co-ordinates (Latitude, Longitude)	10.85°N, 72.18°E
Total area available	12 ha
Depth	3.75 m
Distance from the shore	600 m
Lagoon area	Deep, intermediate, and shallow lagoon area
Distance to Malabar coast	459 km from Kochi
Access by	Air and Sea from India, Southwest coast.
Connectivity Details	
Existing Power infrastructure	
Interconnection with Grid	
Metering Arrangement	
Approx. Distance from SPV Plant to Interconnecting point	

3.2 Kavaratti Island, Lakshadweep

Site Name / Location	Kavaratti Island, Lakshadweep
Project Model	RESCO MODE
Project Owner	SPD
Project Capacity (MW)	1.75
Minimum AC capacity of solar PV system (MW)	5
Minimum BESS capacity	2.5 MW, 16 MWh (12.8 MWh dispatchable) (Use Case: PV smoothing application)
PV Technology	Mono / Multi Crystalline / Thin Film
Orientation of PV modules	Preferably E-W Configuration
O&M period	25 Years
Design life of PV Power plant	25 Years
Site Details (The exact co-ordinates of the available site shall be provided to the successful bidder.)	
Geographical co-ordinates (Latitude, Longitude)	10.56°N, 72.63°E
Total area available	4.8 ha
Depth	3.75 m

Distance from the shore	280 m
Lagoon area	Deep lagoon area
Distance to Malabar coast	404 km from Kochi
Access by	Air and Sea from India, Southwest coast
Connectivity Details	
Existing infrastructure	Power
Interconnection with Grid	
Metering Arrangement	

This is for the information of the Bidder however the same has to be verified by the Bidder during execution of the Project(s). SECI shall bear no responsibility in this regard.

3.3 TECHNICAL PARAMETERS

The Project shall comply with IS/IEC standards applicable to Project components as specified below:

SPV MODULES

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

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

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules used in the grid connected solar power projects shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards. Further, PV Modules should have been included in the ALMM list as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019.

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

Identification and Traceability

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

Name of the manufacturer of PV Module

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

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

POWER CONDITIONERS/ INVERTERS

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2 / IS 16221-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741/IS 16169

FLOATING DEVICE

Standards and Codes

The SPD shall follow the below mentioned standards as applicable depending upon the type of Floating System used for the project but not limited to any other standard applied from time to time.

Standards	Description
ASTM D1693 (or Equivalent ISO Standards)	Test for Environmental Stress Cracking of HDPE
ISO16770	Stress cracking resistance of HDPE

IS 15410:2003 or equivalent BS 6920:2014	Test for drinking water compatibility, Material safe for drinking water
RoHS directive 2002/95/EC	Test for Restriction of Hazardous Substances
ASTM D790 (or Equivalent ISO Standards)	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ISO 178	Plastics -- Determination of flexural properties
ASTM D638, ISO 527	Standard Test Method for Tensile Properties of Plastics
ASTM D695, ISO 604	Standard Test Method for Compressive Strength Properties of Plastics
ISO16770	Full Notch Creep Test (FNCT)
ASTM D2565 (or Equivalent ISO Standards)	Standard Practice for Xenon-Arc Exposure of Plastic intended for outdoor Applications
ASTM D4329 (or Equivalent ISO Standards)	Standard Practice for fluorescent ultraviolet (UV) lamp apparatus exposure of plastics
ASTM G7/G7M-11 (or Equivalent ISO Standards)	Standard Practice for atmospheric environmental exposure testing of non-metallic materials
ASTM D1693-15 (or Equivalent ISO Standards)	Standard Test Method for Environmental Stress Cracking of Ethylene plastics
ASTM D5397- 07 (2012)	Standard Test Method for Environmental Stress Crack Resistance of polyolefin geo-membrane using Notched Constant tensile load test
IS 15410:2003 Or equivalent BS6920	Containers for Packaging of natural mineral water and package drinking water

The floatation device should be manufactured from appropriate thermoplastic with suitable UV stabilizer or thermoset plastic with suitable UV stabilizer or any other suitable material which

shall not affect the water quality or contaminate the water. The life of floatation device shall be able to sustain for a minimum period of 25 years.

Float system should be designed to withstand the maximum wind speed of the location as per Wind Zone Map of India and shall be able to withstand the weight of O&M Personnel, carrying Tools, the forces of nature such as wind/ water flow etc.

The material used for floatation device shall be chemically resistant to acid, lye, petrol and mineral oil and also partially resistant to benzene does not contaminate the water of the reservoir.

The floatation device, when installed in the raw water reservoir, shall not restrict the process of gas exchange across the air water interface. In order to facilitate this, the design of the floatation device shall be such that appropriate voids and shall form an integral part of the floatation device design.

The floatation device shall have minimum strength at ambient temperature of the site location or minimum range of (+) 50 to (-) 10 deg C, while it shall be designed to have safety factor of minimum 1.15 on extreme conditions.

The floating system shall be tested for aerodynamic design by subjecting to wind tunnel test imposed from all wind directions on real scale and real angle.

PV fixation system shall be of proven design and subjected to Mechanical test to withstand unit failure conditions under static and fatigue conditions for wind speeds to withstand the maximum wind speed of the area.

ANCHORING/ MOORING SYSTEM

- i. The minimum design life of the Anchoring/ Mooring system shall be more than 25 years.
- ii. The Anchors shall be sturdy enough to withstand maximum wind speed at that location.
- iii. Anchoring system shall be able to withstand the depth/ level variation of water level.
- iv. Anchoring system should be able to withstand the nature forces such wind/ water flow.
- v. The materials used in the anchoring system shall not contaminate the water of the reservoir or affect the aquatic ecosystem.
- vi. The anchoring system should withstand the extreme weather conditions.
- vii. The design of anchoring system shall be certified by an accredited national/ international lab to fulfil the above conditions.
- viii. The Anchoring/ Mooring system may comply with latest edition of API RP 2SK or any applicable standards.

BATTERY ENERGY STORAGE SYSTEM (BESS)

Codes and Standards

The following codes or standards or its equivalent shall be followed for BESS as per the applicability:

Standard/(equivalent IS code)	Description
IEC 61427-2/IS 16270	Secondary cells and batteries for renewable energy storage for On-grid applications
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Non-chemistry Specific (applicable to all secondary battery types)
IEC 61508	Functional Safety of Electrical/ Electronic/ Programmable Electronic Safety-related Systems: Applicable for all Battery Energy Storage Systems
IEC 62133-1:2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 1: Nickel systems
IEC 62133-2 :2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 2: Lithium systems
IEC 62281/UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium-Ion chemistries
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)
IEC TS 62933-5-1:2017	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems - General specification

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

Technical specification of BESS

Table below specifies project-specific BESS capabilities and ratings for this Project.

Item Description	Requirement
Battery Technology	<ul style="list-style-type: none"> Any battery technology with totally Maintenance Free characteristic suitable for operation in site-specific climatic conditions can be used.
Power rating*, AC (A), Watt-hour rating, ac (B)	<ul style="list-style-type: none"> 2.5 MW (continuous) 16 MWh, dispatchable at 2.5 MW net ac output at the beginning of life and not less than 80% of this capacity at any point of time.
System ac-dc-ac efficiency*	80%
Use case requirements	<ul style="list-style-type: none"> Ramp Rate Support Solar Power Integration into DG Micro grid Peak Management
Solar Power Integration in DG Microgrid	<ul style="list-style-type: none"> In this Use case, the Micro grid shall be run so as to minimize DG loading with first preference to Solar PV power for meeting the load and charging of BESS.
Peak Management	<ul style="list-style-type: none"> In the Peak Management Use Case scenario, power generated during the early and midday periods shall be stored in the BESS and released later in the day, during peak demand. In this case, the BESS shall be discharged in the Peak Limiting profile in the late afternoon. To the extent that the total energy dispatched does not exceed the watt-hour rating, the BESS may be further discharged in Constant Power Mode after Solar PV Plant is no more generating.
Charge-Discharge Cycles	<ul style="list-style-type: none"> One discharge cycle per day is envisaged overall for all use cases, combined. However, based on the application, it may vary.
VAR compensation /voltage support (VC/VS)	<ul style="list-style-type: none"> Yes, to support Diesel Genset integration
Ventilation System inside the Container	<ul style="list-style-type: none"> Should be such as to maintain minimum and maximum Temperature as recommended by the manufacturer for optimum performance of the batteries on continuous basis.
Grid Charging	No

CABLES AND CONNECTORS

- i. All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per

latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

- ii. Wherever the cables pass through water, the marine grade cables shall be used.
- iii. AC cable shall comply with the relevant IS code and should withstand the system's current and voltage.

EARTHING

Standards and Codes

Earthing system shall comply with latest revisions and amendments of the relevant IEC standards and IS codes. In particular, earthing system shall comply with the following standards and codes.

Standard	Description
IS 3043	Code of Practice for Earthing
IEEE 80	IEEE Guide for Safety in AC Substation Grounding
IEEE 142	IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems
Indian Electricity Rules	

OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Connectors, Junction Boxes and Surge Protection Devices, HT panel, Transformers etc.) shall conform to the relevant International/ National Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

AUTHORIZED TEST CENTRES

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

WARRANTY

- i. PV modules must be warranted with linear degradation rate of power output except for first year and shall guarantee 80% of the initial rated power output at the end of 25 years.
- ii. The modules shall be warranted for minimum of 10 (Ten) years against all material/ manufacturing defects and workmanship.
- iii. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 (Five) years.

- iv. The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 (Five) years. The Floats should be Warranted for at least 10 (Ten) years.
- v. The Anchoring/ Mooring System should be warranted for at least 10 (Ten) years.

PERFORMANCE MONITORING

As part of the performance monitoring, the following shall be carried out:

- i. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to SECI/ LED on line and/ or through a report on regular basis every month for the entire duration of PPA. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and Modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to SECI/ LED.
- ii. Web-based monitoring should be available, which should not be machine-dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

SAFE DISPOSAL OF SOLAR PV MODULES AND BATTERIES

The SPD will ensure that all Solar PV modules, floats, batteries, and other components from their plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

STATUTORY APPROVALS

Any neglect or omission or failure on the part of the bidder in obtaining necessary clearances and reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.