

**Invitation for e-Tender for Long Term Procurement of Solar Power of 150 MW
from Grid Connected Project Under Tariff Based Competitive Bidding with
Greenshoe Option up to 150 MW**

Date: 26.07.2024

**Issued by:
CESC Limited
CESC House, Chowringhee Square,
Kolkata-700001**

REQUEST FOR SELECTION (RfS)

**FOR LONG TERM PROCUREMENT OF POWER FROM RE SOLAR PROJECTS OF 150 MW
THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS FOLLOWED BY E-REVERSE
AUCTION WITH GREENSHOE OPTION UP TO 150 MW**

RfS No. [ED(PM)/2024-25/165]

DISCLAIMER

- I. The information contained in this RfS document or subsequently provided to Bidder(s), in documentary or any other form by CESC is provided to Bidder(s) on the terms and conditions set out in this RfS.
- II. Though adequate care has been taken while preparing the RfS document, the Bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective Bidders to the office of CESC 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).
- III. This RfS document has been prepared in good faith, and on best endeavour basis. Neither CESC 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. CESC reserves the right to modify, amend or supplement this RfS without assigning any reason and without any liability.
- V. CESC reserves the right to reject any or all bids without assigning any reason and without any liability.
- VI. In case of any discrepancy in the documents uploaded on the websites of CESC and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Kolkata

Date: 26.07.2024

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 150 MW ISTS-connected Solar PV Power Projects in India under Tariff-based Competitive Bidding with Greenshoe Option up to 150 MW.					
(B)	RfS No. & DATE	<i>ED (PM)/2024-25/165</i> dated 26.07.2024					
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td data-bbox="644 734 1038 824">SINGLE BID SYSTEM</td> <td data-bbox="1038 734 1345 824"></td> </tr> <tr> <td data-bbox="644 824 1038 909">TWO BID SYSTEM</td> <td data-bbox="1038 824 1345 909">YES</td> </tr> </table>	SINGLE BID SYSTEM		TWO BID SYSTEM	YES	
SINGLE BID SYSTEM							
TWO BID SYSTEM	YES						
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%;"> <tr> <td data-bbox="644 958 1038 1048">E-TENDER</td> <td data-bbox="1038 958 1345 1048">YES</td> </tr> <tr> <td data-bbox="644 1048 1038 1133">MANUAL</td> <td data-bbox="1038 1048 1345 1133"></td> </tr> </table>	E-TENDER	YES	MANUAL		
E-TENDER	YES						
MANUAL							
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document.					
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	<table border="1" style="width: 100%;"> <tr> <td data-bbox="644 1339 1038 1429">APPLICABLE</td> <td data-bbox="1038 1339 1345 1429">YES</td> </tr> <tr> <td data-bbox="644 1429 1038 1518">NOT APPLICABLE</td> <td data-bbox="1038 1429 1345 1518"></td> </tr> </table>	APPLICABLE	YES	NOT APPLICABLE		<p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of CESC, along with the response to RfS.</p>
APPLICABLE	YES						
NOT APPLICABLE							

(G)	BID PROCESSING FEE	<table><tr><td>APPLICABLE</td><td>YES</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> <p>Amount: INR 5,00,000 (Indian Rupees Five Lakh) + applicable taxes to be submitted through NEFT/RTGS transfer in the account of CESC, along with the response to RfS.</p>	APPLICABLE	YES	NOT APPLICABLE	
APPLICABLE	YES					
NOT APPLICABLE						
(H)	EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td>YES</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> <p>Amount: INR 20,00,000/- (Indian Rupees Twenty Lakhs only) per MW per Project to be submitted in the form of Bank Guarantee along with the response to RfS.</p>	APPLICABLE	YES	NOT APPLICABLE	
APPLICABLE	YES					
NOT APPLICABLE						
(I)	PERFORMANCE BANK GUARANTEE	<table><tr><td>APPLICABLE</td><td>YES</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> <p>Amount: In line with Clause 17 of the RfS, to be submitted in the form of Bank Guarantee, if the Bidder is successful.</p>	APPLICABLE	YES	NOT APPLICABLE	
APPLICABLE	YES					
NOT APPLICABLE						
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or CESC website.				
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal.				
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal.				
(M)	e-REVERSE AUCTION (e-RA)	<p>Will be informed to eligible Bidders.</p> <p>Date and time of e-RA shall be intimated through email.</p>				

(N)	CONTACT DETAILS OF ISN- ETS PORTAL	<p>M/s Electronic Tender.com (India) Pvt. Ltd.</p> <p>Gurugram</p> <p>Contact Person: ISN-ETS Support Team</p> <p>Customer Support: +91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Government Holidays)</p> <p>Email: support@isn-ets.com</p>
(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	<p>Name & Designation: Executive Director – Power Marketing</p> <p>Address: CESC Limited, CESC House, Kolkata-700001</p>
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	<ol style="list-style-type: none"> Name & Designation: Mr. Ranajit Bhattacharya Senior Manager (Power Marketing) Contact No.: 9748740796 Email: ranajit.bhattacharya@rpsg.in Name & Designation: Mr. Soumya Sarkar Additional Manager (Power Marketing) Contact No.: 9874938400 Email: soumya.sarkar@rpsg.in Name & Designation: Mr. Arnab Sengupta, Deputy Manager (Power Marketing) Contact No.: 6291317636 Email: arnab.sengupta@rpsg.in

- Bids must be submitted strictly in accordance with Section 2 and Section 3 of the RfS, depending upon Type of Tender as mentioned at SL. 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 CESC website (www.cesc.co.in) and submit their Bid complete in all respect as per terms and 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.cesc.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.cesc.co.in and the details will be available only from <https://www.bharat-electronictender.com>.

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 *Background & Introduction*

- 1.1 CESC Limited (hereinafter referred to as “**CESC**”) having its registered office at CESC House, Chowringhee Square, Kolkata-700001, a Company within the meaning of the Companies Act 2013 and a Distribution Licensee under Section 14 of the Electricity Act, 2003 is inviting bids for procurement of Solar power on Long Term basis through Tariff Based Competitive process in accordance with guidelines issued by Ministry of Power (“**MoP**”).
- 1.2 MoP has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 28.07.2023 and its subsequent amendments. These Guidelines have been formulated for procurement of Solar Power through transparent process of bidding under Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by the ‘Procurers’, from grid-connected Solar PV Power Projects (**‘SPP’**), having Bid Capacity of 50 MW and above for projects connected to inter-state transmission system. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.
- 1.3 As part of the above Guidelines, CESC hereby invites proposals for setting up of ISTS - connected Solar PV Power projects in India, on Build Own Operate (“**BOO**”) basis for an aggregate capacity of 150 MW with greenshoe option up to 150 MW. CESC 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 (twenty-five) years based on the terms, conditions and provisions of the RfS and the PPA. The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.4 Bidders who have already commissioned Solar PV Projects or are in process of constructing such Projects and have untied capacity may also participate under this RfS. In such case, they may be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (“**SCSD**”), pursuant to Clause 11 of the RfS. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any Distribution Company (DISCOM) as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective Project(s).

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 process as per the provisions of this RfS. The respective rights of CESC and the Bidder/SPD (*defined below*) shall be governed by the RfS Documents/Agreement signed between CESC and the SPD for the Project.

- 2.2 Interested Bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“**ETS portal**”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested Bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

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

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), CESC website <http://www.cesc.co.in> and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (“**EMD**”) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed RfS Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 2.5 RfS documents can be downloaded from the ISN-ETS Portal or from CESC’s website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on CESC website. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.6 CESC 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.
- 2.7 CESC may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.

2.8 Interpretations

- (i) Words comprising the singular shall include the plural and vice versa.
- (ii) An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- (iii) A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- (iv) 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.
- (v) The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only and shall not affect the interpretation of this RfS.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the Solar Power Developer (“SPD”) shall be required to set up ISTS-connected Solar PV Power Projects, including the transmission network up to the Interconnection/ Delivery Point with the primary objective of supplying Solar Power to CESC, at its own cost and as per the provisions of the RfS and PPA.
- 3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network for supply of power to CESC, will be under the scope of the SPD.
- 3.3 The Projects to be selected under this scheme to provide for deployment of Solar Photovoltaic Technology. However, the selection of Projects will be technology agnostic.

4 *Total capacity offered*

- 4.1 Selection of Solar PV Projects for a total capacity of 150 MW with Greenshoe Option up to 150 MW will be carried out through e-bidding followed by e-Reverse Auction process.

5 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

- 5.1 Following conditions shall be applicable to the Bidders for submission of bids against this RfS:
 - (i) A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 150 MW, in the prescribed formats. The Projects shall be quoted in multiples of 50 MW only.
 - (ii) The total Contracted Capacity to be allocated to a Bidder shall be limited to 150 MW with Greenshoe Option up to 150 MW.
 - (iii) The modality for allocation of additional capacity up to 150 MW under Greenshoe Option shall be as under:
 - (a) Up to 150 MW additional capacity through Greenshoe option may be offered to the Successful Bidder(s), who are willing to execute PPA(s) with CESC at the lowest tariff (L1 rate) discovered under competitive bidding process (followed by e-reverse auction) to the extent of their respective quoted capacity or higher quantum (*in case any of the Successful Bidder does not accept the additional quantum offered under Greenshoe option*) to the extent of Greenshoe capacity.
 - (b) The Bidders willing to execute PPA with CESC at the L1 rate shall have to give their confirmation within a period of 10 (ten) days from the conclusion of reverse auction.

- (c) Greenshoe capacity shall be allocated in proportion of capacity allotted to the Successful Bidders in the reverse auction and willing to offer additional capacity under Greenshoe option. In case Successful Bidder(s) is not willing to offer additional quantum under Greenshoe option then other Bidders who are willing to match L1 rate shall be allocated Greenshoe capacity in the order of their ranking discovered in the e-reverse auction.
 - (d) The terms and conditions as well as obligations and rights of the Successful Bidder(s) as well as CESC shall be identical for the additional capacity allocated under Greenshoe option as for the base capacity of 150 MW under this RfS.
- 5.2 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.
- 5.3 Multiple bids from same company including its Parent/Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 *Project Location*

- 6.1 The Projects shall be located at the locations chosen by the Bidder/SPD at its own discretion of and cost, risk and responsibility. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.
- 6.2 The term “Project” shall have the meaning as defined in Section 6 of the RfS and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding) / awarded to the Bidder (after issue of LoA).

7 *Connectivity with the Grid*

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. Minimum voltage level for interconnection at the ISTS shall be 220 kV.
- 7.2 The responsibility of getting the ISTS connectivity shall entirely be with the SPD and shall be at the cost of the SPD, in line with applicable regulations. In case of the Project being set up in a Solar Park/RE Park, applicable connectivity regulations shall govern the scope of the SPD. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its cost and expense.
- 7.3 The arrangement of connectivity can be made by the SPD through a transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, System Operation Charges (SOC), Market Operation Charges (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.

7.4 The SPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 including subsequent amendments, if any. Solar PV Power Project shall comply with all the technical requirements specified under Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the SPD as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS and the PPA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

7.5 The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

- (i) Existing substations having available margin as indicated by the respective substation owner.
- (ii) Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
- (iii) Substations approved under the updated plan made available by the CTU on its website, <https://www.ctuil.in/renewable-energy>, subject to availability of requisite margin for grant of connectivity.
- (iv) Substations identified for RE capacity under paragraph 3, 4, 5, and 9 of 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, https://cea.nic.in/wp-content/uploads/psp_a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf, including subsequent revision therein from time-to-time.

Bids indicating substations outside the above 4 (four) choices will be liable for rejection. It is, however, clarified that selection of Delivery Point by the Bidder at the time of bid submission will not be evaluated with respect to the SCSD of the Project as per the PPA.

7.6 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:

- (i) Acceptance of such an arrangement by CTU/ RLDC.

- (ii) Energy injected by each Project will be recorded and jointly signed by respective SPDs and copies of the same will be submitted to CESC /CTU, as required.
 - (iii) The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
 - (iv) In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.
- 7.7 The SPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD. In order to remove potential discrepancies and ambiguities, the SPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of CESC, as per the Regulations in force, under intimation to CESC. CESC may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on CESC. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by SPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA.
- 7.9 The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 (thirty) days after the date of tariff adoption by the Appropriate Commission, and shall furnish copies of the application, complete in all respect, to CESC within 15 (fifteen) days of date of filing of application. SPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 (fifteen) days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to CESC.
- 7.10 The SPD has to follow the timelines mentioned in the GNA regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of SPD, in such case the capacity may not be off-taken and SPD will keep CESC indemnified from any losses; further, the SPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

After fulfilling the compliances, in case the SPD fails to obtain the full/ part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to CESC. In such case the SPD will be allowed for another 30 (thirty) days to apply for connectivity from the date of rejection by the CTU. In such a case the SPD shall provide the details of reasons of such rejection and the remedies

thereof to CESC immediately after such rejection.

8 *Energy Supply by the Solar Power Developer*

8.1 **Criteria for Energy Supply**

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS and the SPDs will be allowed to revise the same once within first 3 (three) years after SCSD. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The declared annual CUF shall in no case be less than 19% (nineteen percent) for any of the year during the term of the PPA. The Successful Bidder(s) shall maintain generation so as to achieve annual CUF not less than 90% (ninety percent) of the declared value (i.e. Minimum CUF) and not more than 120% (one hundred and twenty percent) of the declared CUF value (i.e. Maximum CUF), during the PPA duration of 25 (twenty-five) years. The lower limit will, however, be relaxable by CESC to the extent of non-supply on account of Force Majeure. For the first year of operation of the Project, the annual CUF shall be calculated for the complete calendar year after SCSD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete year before the expiry of the PPA.

8.2 **Shortfall in Energy Supply**

If for any Contract Year, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, such shortfall shall be dealt as per the applicable provisions of the PPA.

9 *Commencement of Power Supply*

The SPD shall commission the Project in line with provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the SPD proposing the Project, or its part, for trial run or repeat of trial run, shall give to CESC, a preliminary notice not later than 90 (ninety) days prior and advance notice not later than 30 (thirty) days prior to the proposed commissioning date. Further, the SPD shall also give a notice of a period not less than 7 (seven) days to the concerned RLDC(s), and CESC. However, in case the repeat trial run is to take place within 48 (forty-eight) hours of the failed trial run, fresh notice shall not be required.

The SPD shall submit requisite documents as mentioned below, at least 30 (thirty) days prior to trial run of the Project –

- (i) Intimation regarding the timeline for commencement of supply of power from the Project.
- (ii) Copy of CON-4 report submitted to CTU.

- (iii) Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The SPD is advised to take due care in furnishing such Installation Report.
- (iv) CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.
- (v) Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable.
- (vi) Plant Layout, Plant (AC & DC) SLD.
- (vii) Affidavit certifying that the SPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying CESC against any discrepancies in the above details.
- (viii) Affidavit from the SPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying CESC against any discrepancies in the above details.
- (ix) Documents to establish the compliance of technical requirement as per PPA/RfS.
- (x) Invoices against purchase of the Solar PV modules, Inverters/PCUs, WMS (weather monitoring station), SCADA and DC cables along with the summary sheet containing the list of all the invoices, including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.
- (xi) In addition to the above, the SPD shall provide KML files for the Solar PV component (specifying each block), ALMM certificates, insurance documents of Project, online monitoring facility as per the RfS.

It is clarified that CESC shall bear no responsibility in declaration of commissioning/ COD of the Project except as provided hereinbelow. However, on the basis of above documents, the SPD shall be required to obtain No-objection certificate (NOC) from CESC prior to declaration of commissioning/COD of the Project.

CESC's scope will be limited to verifying the installation of rated capacity(ies) of the Project, as per the COD certificate submitted by the SPD. This verification will be at CESC's discretion and shall not constitute any certification/ confirmation of commissioning/ COD of the Project by CESC. Prior to declaration of commencement of power supply, the SPD shall submit COD certificate for the corresponding Installed Capacity as part of the requisite documents.

The date of onset of commercial offtake of power by CESC shall be determined as the date of commencement of power supply under the RfS/PPA.

9.1 **Part Commencement of Supply of Power**

Part Commencement of supply of power from the Project shall be accepted by CESC subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power.

However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the PPA.

9.2 **Commencement of Supply schedule and Penalty for Delay in Commencement of Supply**

- (i) The Scheduled Commencement of Supply Date (“SCSD”) for supplying power from the full Project capacity shall be the date as on **18 (eighteen) months** from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 01.09.2024, then SCSD shall be 01.03.2026).
- (ii) The maximum time period allowed for commencement of supply of power from the full Project capacity with applicable penalty, shall be limited to the date as on 6 (six) months from the SCSD or the extended SCSD (if applicable).
- (iii) In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 9.2.(ii) above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 (eighteen) days beyond the SCSD, then the penalty shall be calculated as: $PBG \text{ amount} \times (100/240) \times (18/180)$. For the purpose of calculations of penalty, ‘month’ shall be considered consisting of 30 (thirty) days.
- (iv) For delay in commencement of power supply beyond the date as per Clause 9.2.(ii) above, the following shall be applicable:
 - (a) The Contracted Capacity shall stand reduced to the Project Capacity that has commenced supply of power until the date as per Clause 9.2.(ii). above, and PPA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the capacity which has not started commencement of power until the date as per Clause 9.2.(ii) above, shall be encashed on pro-rata basis.

10 ***Delay in Commencement of power supply on Account of Delay in GNA Operationalization***

The responsibility of obtaining General Network Access (“GNA”) shall be of CESC prior to commencement of supply of power from the Project. For sale of power to CESC from SCSD, the GNA is required to be obtained by CESC. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU

and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project, and it is established that:

- (i) The SPD has complied with the complete application formalities as per Clause 7.5 above and as per the Detailed Procedure as issued by the CTU;
- (ii) The SPD has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CEA; and
- (iii) The delay in grant of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the SPD.

The above shall be treated as delays beyond the control of the SPD and SCSD for such Projects shall be revised as the date as on 60 (sixty) days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by CESC.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the SPD, CESC may extend the SCSD after examining the issue on a case-to-case basis. In case of change of Project location(s) by the SPD, extension request(s) under this clause shall be dealt by CESC on case-to-case basis. For avoidance of ambiguity, it is clarified that for decision made under this clause, the phrase “change in project location” or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.

Further, in case of delay in commencement of power supply from the Project on account of reasons solely attributable to the SPD, resulting in any liquidated damages/penalty levied on CESC including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the SPD.

11 *Early Commencement of Supply of Power*

The SPD shall be permitted for commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD, subject to availability of transmission connectivity and General Network Access. Early commencement of power supply from the Project will be allowed solely at the risk and cost of the SPD, and first right of refusal for offtake of such power will be vested with CESC. In case CESC agrees to purchase power from such early part/full Contracted Capacity prior to SCSD, such power will be purchased by CESC at the PPA tariff.

In case CESC does not agree to purchase such energy, early part/full commencement of power supply from the Project shall still be allowed and the SPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by CESC, whichever is earlier. However, early part/ full commencement of power supply from the Project and subsequent energy

procurement from the same shall be subject to the approval of CESC. Such intimation regarding consent to procure energy from early commencement shall be provided by CESC within 15 (fifteen) days of receipt of the request being made by the SPD, beyond which it would be considered as deemed refusal.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12 *Obtaining RfS Documents*

Interested Bidders shall have to download the official copy of RfS and other documents after login into the ISN-ETS portal by using the Login ID and Password provided by ISN- ETS during registration (**Refer Annexure - A**). The Bidder shall be eligible to submit/ upload the bid documents only after logging into the ISN-ETS portal and downloading the official copy of RfS.

13 *Cost of Documents and Bid Processing Fees*

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with a non-refundable cost of RfS document and Bid Processing Fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be made only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

Upon making the necessary payments, the prospective Bidders shall immediately write to CESC (mailing to ranajit.bhattacharya@rpsg.in; soumya.sarkar@rpsg.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. CESC will not be liable for any delay in issuing necessary invoices in this regard.

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against EMD (including partial submission of any one of the respective amounts), may be liable for rejection by CESC.

14 *Project Scope and Technology Selection*

Under this RfS, the SPD shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance with the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or 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 scheme provide for deployment of Solar Power Technology. However, the selection of Projects will be technology agnostic.

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

The SPDs are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following:

- (i) No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- (ii) Forest Clearance (if applicable) for the land for the Project.

- (iii) Approval for water from the concerned authority (if applicable) required for the Project.
- (iv) In case of Projects being set up in the States of Gujarat and Rajasthan, the SPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan and Gujarat", vide OM No. 238/2/2019-Wind dated 22nd February 2019, and subsequent amendments and clarifications thereof.
- (v) Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, will be required to be submitted to CESC prior to commencement of power supply from the Project, if sought by CESC.

In case of any of the clearances as indicated above being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPD. The SPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority applicable for setting up and implementing the Project.

The SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

Note: The SPD should apply for all the necessary approvals, permits and clearances not more than 90 (ninety) days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

16 *Earnest Money Deposit (EMD)*

Earnest Money Deposit (EMD) for an amount of **INR 20,00,000 (Indian Rupees Twenty Lakhs only) per MW** in the form of Bank Guarantee according to Format 7.3A and **valid for 12 (twelve) months** from the last date of bid submission, shall be submitted by the Bidder on or before the bid submission date, 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.

- 16.1 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 7 (seven) 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 EMD shall be acceptable provided, the EMD is valid for more than 2 (two) months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within 7 (seven) days from the date of actual bid submission, if required.

- 16.2 CESC has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by CESC in terms of the guarantee as in the case of appropriation of the cash deposit lying with CESC.
- 16.3 For unsuccessful Bidder(s), CESC shall release the EMD within 45 (forty-five) days of the date of issue of LoA to Selected Bidder(s). The Bank Guarantees towards EMD of the Successful Bidders shall be released subsequent to submission of PBGs by them to CESC as per Clause 17 the RfS.
- 16.4 The Bank Guarantees have to be executed on non-judicial stamp paper. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidder.
- 16.5 **Forfeiture of EMD:**

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

- (i) If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- (ii) In case, CESC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period;
- (iii) If after issuance of LoA, it is found that the documents furnished by the Bidders as part of response to RfS are misleading or misrepresented in any way;
- (iv) If the Bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 17 of the RfS.

16.6 **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 3 (three) organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited.

This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by CESC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per those Clause 16.1 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) towards/ against EMD”.

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

The Successful Bidder shall submit a Performance Bank Guarantee (“**PBG**”) for a value **@ INR 40,00,000 (Indian Rupees Forty Lakhs only) per MW** prior to signing of PPA. It may be noted that Successful Bidders shall submit the PBG according to the Format 7.3C **with a validity period up to (and including) the date as on 12 (twelve) months after the SCSD of the Project.** On receipt and after successful verification of the total PBG in the acceptable form, the BG submitted towards EMD shall be returned by CESC 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.

- 17.1 Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LoA, in case of enhancement/reduction in the Installed Capacity until the date as per the SCSD, for which modified connectivity is granted for the Project, the SPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to commencement of supply of power from the Project(s).
- 17.2 All PBGs shall be submitted separately for each Project. 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.
- 17.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the Successful Bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 32.3 of the RfS.
- 17.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG)

shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the Bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

- 17.5 CESC 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 CESC in terms of the guarantee as in the case of appropriation of the cash deposit lying with CESC.
- 17.6 The Successful Bidder is required to sign PPA with CESC within the timeline as stipulated in Clause 18 of the RfS. In case, CESC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 18 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by CESC from the Bank Guarantee available with CESC (i.e. EMD or PBG) as 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, CESC is under no obligation to produce any estimate of loss in this regard.
- 17.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 17.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank.
- 17.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 17.10 The PBG of SPDs shall be returned to them, within 45 days after successful commencement of supply of power from the full Project Capacity/capacity finally accepted by CESC, as per Terms of PPA, after taking into account any penalties due to delays in commencement of power supply beyond the SCSD as per Clause 9 and 10 of the RfS.
- 17.11 **Payment on Order Instrument (POI):**

As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following 3 (three) organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited.

This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by CESC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per Clause

17.1 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 17.1 above will be applicable in this case too.

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

18 *Power Purchase Agreement (PPA)*

- 18.1 CESC shall enter into PPA with Bidders selected based on this RfS. A copy of standard PPA to be executed between CESC and the selected SPD is available on ISN-ETS Portal and also on CESC website. The PPA shall be signed within 30 (thirty) days from the date of issue of Letter of Award (LoA), if not extended by CESC. PPA will be executed between CESC and Selected bidder or its SPV separately for each Project.

Note: The PPA will be executed between CESC and the SPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative contracted capacity quoted, in the Covering Letter (Format 7.1), and this breakup may be changed by the SPD subsequent to issuance of LoA up to the date as on 30 (thirty) days from issuance of LoA. For example, if the Bidder has been issued a single LoA for a cumulative capacity of 200 MW, the Successful Bidder may choose to split the 200 MW into more than one Project (2 x 100 MW, for example), within the above deadline.

Further at the time of Bid submission, for each Project, the Bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1). Delay in meeting the PPA timelines on account of changes in the Project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder.

- 18.2 The PPAs shall be valid for a period of 25 (twenty-five) years from the SCSD. Any extension of the PPA period beyond 25 (twenty-five) years shall be through mutual agreement between the SPD and CESC.
- 18.3 The PBG as per Clause 17 above shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between CESC and the SPDs, CESC will verify the shareholding of the Project Company/ SPD 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.
- 18.4 Successful Bidders will have to submit the required documents for PPA to CESC 30 (thirty) days prior to the date of signing of PPA as intimated by CESC. In case of delay in submission of documents beyond the period as mentioned above, CESC shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date of signing of PPA. In case CESC intimates to the Successful Bidder a particular date as the date for signing of PPA and the PPA signing gets delayed on account of reasons attributable to the SPD, the date as specified by CESC shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

- 18.5 CESC will be obliged to buy the entire power as per generation schedule, to be provided by the SPDs subject to limitations as per the PPA, required under grid regulations. However, the SPDs are required to achieve energy supply within the minimum and maximum CUF limits as stipulated in Clause 8.1.
- 18.6 The SPDs will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, CESC will be obliged to buy power only up to the Contracted Capacity as per the PPA.
- 18.7 The SPDs are free to operate their projects after expiry of the 25 (twenty-five) years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 (twenty-five) years shall be through mutual agreements between the SPD and CESC, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 (twenty-five) years.
- 18.8 In addition to the above, subsequent to signing of PPA, the SPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-D of the RfS or any format as provided subsequent to signing of PPA.
- 18.9 In case the Project is ready for part/full commencement of supply of power, but the PPA has not been signed, No Objection Certificate (NOC) may be issued to SPD (if sought by SPD) for third Party Sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by CESC once the readiness of off-take of the power as per PPA is intimated by CESC with a notice period of 7 (seven) calendar days.

19 *Financial Closure or Project Financing Arrangements*

- 19.1 The Projects shall achieve Financial Closure by the date as on 6 (six) months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025).
- 19.2 At the stage of Financial Closure, the SPDs shall report 100% (hundred percent) tie-up of Financing Arrangements for the Projects. In this regard, the SPD shall submit a certificate / necessary documents from all financing agencies regarding the tie-up of 100% (hundred percent) of the funds indicated for the Project, including arrangements of funds in the form of Equity. The SPD shall also submit details of all planned/ proposed solar panels and inverters (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.
- 19.3 In case of default in achieving above condition as may be applicable within the stipulated time, CESC shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of SPD, on advance payment of extension charges of [INR 1000/- (Indian Rupees One Thousand) per day per MW (of Contracted Capacity) + applicable GST]. This extension will not have an impact on the obligation of SPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, CESC shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 (seven) business days to the respective

SPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1000 (Indian Rupees One Thousand)/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 (seven) days-CESC shall encash the PBG/POI of the corresponding SPDs and may terminate the PPA for the corresponding Project. The amount of INR 1000 (Indian Rupees One Thousand)/MW/day + GST shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the SPD shall be returned by CESC. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ prevailing 1 (one) year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

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

20 *Shareholding by the Project Promoter*

- 20.1 The Bidder shall provide complete information in its Bid in reference to this RfS about its Promoter(s) and upon issuance of LoA, the SPD shall provide information about its Promoter(s) and their shareholding in the Company before signing of PPA with CESC.
- 20.2 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 the Controlling 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 or infusion of Equity by Affiliate in the Bidding Company.
- (v) Transfer of shares to IEPF.
- (vi) Issue of Bonus Shares.

- 20.3 In case of the Successful Bidder itself executing the PPA, it shall ensure that its Promoter(s) shall not cede control (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) of the Bidding Company/Consortium until 1 (one) year after the SCSD, except with the prior approval of CESC.
- 20.4 In case the Successful Bidder is itself executing the PPA and in case of companies having multiple Promoter(s) (but none of the shareholders having more than 50% (fifty percent) 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 1 (one) year after SCSD.
- 20.5 In case of Project being executed through SPVs, the Selected Bidder executing the Project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% (fifty one percent) at any time prior to 1 (one) year after the SCSD, except with the prior approval of CESC. 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% (fifty one percent) at any time prior to 1 (one) year after SCSD, except with the prior approval of CESC. Further, the Successful Bidder shall ensure that its Promoter(s) shall not cede control of the bidding company till 1 (one) year from the SCSD, except with the prior approval of CESC.
- 20.6 Any change in the shareholding in the SPV/Project Company after the expiry of 1 (one) year after SCSD can be undertaken after intimation to CESC.
- 20.7 In the event of Change in Shareholding/ Substitution of Promoter(s) triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10,00,000 (Indian Rupees Ten Lakh per Project) + applicable taxes per transaction as Facilitation Fee (non-refundable) shall be deposited by the Bidder to CESC.

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

A 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**.

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

true and valid.

- (iii) Bank Guarantee/ POI against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3B**.
- (iv) Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - (a) Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with CESC. 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 as per **Format 7.7**.
- (viii) A disclosure statement as per **Format 7.8** regarding participation of any related companies in the bidding process.
- (ix) Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).
- (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, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful bidder.
 - If the Selected Bidder wishes to execute the Project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- (b) Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - (c) Certified copies of annual audited accounts for the financial year FY 2022-23, or provisional annual accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit and Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 (seven) days prior to the due date of bid submission (if applicable).
 - (d) Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- (xi) Covering letter of the Financial bid as per **Format - 7.10**.
 - (xii) Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.11** (separately for each project).

22 Important Notes and Instructions to Bidders

- 22.1 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.
- 22.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 18 of the RfS.
- 22.3 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, CESC reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 22.4 If the event specified at 22.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 22.5 Response submitted by the Bidder shall become the property of the CESC and CESC shall have no obligation to return the same to the Bidder. However, the EMDs submitted

by unsuccessful Bidders shall be returned as specified in Clause 17 of the RfS.

- 22.6 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**.
- 22.7 The response to RfS shall be submitted as mentioned in Clause 21 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, CESC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 22.8 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.
- 22.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 22.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 22.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by CESC.
- 22.12 Response to RfS not submitted in the specified formats will be liable for rejection by CESC.
- 22.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 22.14 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 CESC of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 22.15 The Central Electricity Regulatory Commission/State Electricity Regulatory Commission shall be the Appropriate Commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and CESC. Subject to the above, only Courts at Kolkata shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 22.16 All the financial transactions to be made with CESC including, delay charges, and any additional charges (if required), shall attract applicable taxes on each transaction, irrespective of the same being mentioned in the RfS/PPA.

23 *Non-Responsive Bid*

The electronic response to RfS submitted by the Bidder along with the documents submitted to CESC shall be scrutinized to establish "Responsiveness of the Bid". Each Bidder's response to RfS shall be checked for compliance with the submission

requirements set forth in this RfS.

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

- (a) Non-submission of the requisite cost of RfS and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (g) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than 1 (one) response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.
- (i) Response to RfS (offline as well as online) not received by the due date and time of Bid submission.
- (j) Non-submission of the original documents by due date and time of Bid submission.
- (k) Conditional bids shall be summarily rejected.

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

24 ***Method of Submission of Response to RfS by the Bidder***

24.1 **Documents to be Submitted Offline**

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

- (a) Bank Guarantee/Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.

- (b) Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

Bank Guarantee/POI against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of CESC by the last date of the Bid submission.

For e.g., if the Bid submission deadline is 18:00 hrs on 22.01.2024, the above deadline will expire at 18:00 hrs on 22.01.2024.

Note: In all cases, the Bank Guarantee/POI against EMD (if applicable), shall be issued before the Bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

Selection of Solar Power Developers for Setting up of 150 MW ISTS-connected Solar PV Power Projects with Greenshoe option up to 150 MW in India under tariff-based Competitive Bidding	
<i>Cumulative Capacity of the projects applied for</i>	_____ <i>MW</i>
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	Executive Director – Power Marketing CESC Limited 1st Floor, CESC House, Kolkata-700001

24.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response

to RfS are stated in Annexure-A. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI against EMD for requisite amount offline by the last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS Document, Bid Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. Technical Bid (First Envelope)

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

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8, and 7.9 as elaborated in Clause 21 of the RfS.
- (b) All attachments elaborated in Clause 21 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 Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee/ POI towards EMD as mentioned in the Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 22.8, 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)' by the deadline of Bid submission.

II. Financial Bid (Second Envelope)

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

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

As part of financial bid submission, only a single tariff bid for all the Projects applied


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

III. **Important Note:**

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (c) In case the Bidder submits the online documents on ISN-ETS within the Bid submission deadline and fails to submit the offline documents in the office of CESC within the Bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, Bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective Bidders. In such cases, Bid Processing fee and cost of RfS Document, if paid by the Bidder, will not be refunded to the Bidder.
- (d) 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 CESC), the respective amounts paid to CESC will be refunded without any interest payment, to the respective Bidders.

25 *Notice Board for Display*

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

<p>_____MW ISTS-Connected Solar PV Power Project(s) Owned and operated by</p> <p>----- (insert name of the SPD)</p> <p>[Under RfS for Selection of Solar Power Developers for setting up of 150 MW ISTS-Connected Solar PV Power Projects with Greenshoe option up to 150 MW under Tariff-based Competitive Bidding</p> <p>by CESC Limited]</p> <div style="text-align: center; margin: 10px 0;">  </div> <p>Village:, Tehsil....., District....., State.....</p>

26 *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 (twelve) months from the last date of submission of response to RfS** (“**Bid Validity**”). CESC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. It is clarified that subsequent to issuance of LoAs, the discovered tariffs shall be deemed to be valid until the signing of PPA, pursuant to Clause 40 of the RfS.

27 *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) (Online and Offline as per Bidder’s convenience). CESC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

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

- 28.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or submitted through ISN- ETS portal. The format for submission of clarifications is available on the portal.
- 28.2 CESC will make efforts to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and CESC’s response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by CESC which will be notified on CESC / ISN-ETS website. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 (seven) days therefrom, for submission of Bids.
- 28.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.

29 *Right of CESC to Reject a Bid*

CESC 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 Bid Processing Fee, without any interest, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of cancellation of LoAs prior to signing of PPAs, Bid Processing Fee will not be refunded.

30 *Post Award Compliances*

Timely completion of all the milestones i.e. signing of PPA, commissioning, commencement of power supply, etc. will be the sole responsibility of SPD. CESC 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 CESC for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.

31 *Points of Contact in CESC*

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

- (i) Bid submission upto issuance of LoA:-
 - (a) Details as per Bid Information Sheet
- (ii) Subsequent to issuance of LoA upto commencement of power supply: -
 - (a) Power Marketing Department

Mr Ranajit Bhattacharya	9748740796 Email: ranajit.bhattacharya@rpsg.in
Mr Soumya Sarkar	9874938400 Email: soumya.sarkar@rpsg.in

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

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

32 *General Eligibility Criteria*

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

- 32.1 The Bidder shall be a Company as defined.
- 32.2 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 identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- 32.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as Successful Bidder, it shall form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% (fifty one percent) shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the Successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 32.7 of the RfS shall be applicable.

- 32.4 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:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.
- (v) “Beneficial owner” for the purposes of Clause 32.4.(iv) 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 7.7 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.

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

32.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the Successful bidder for setting up of the Project, with at least 51% (fifty one percent) 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 1 (one) Project.

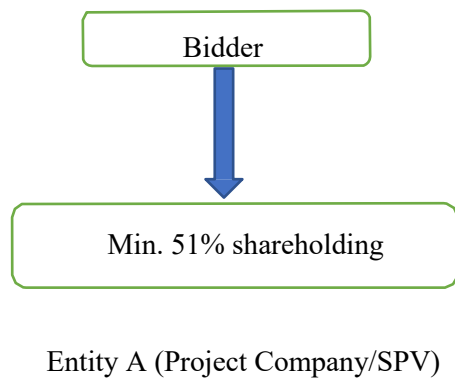
32.7 Any Consortium, if selected as Successful Bidder for the purpose of supply of power to CESC, shall incorporate a Project company with equity participation by the Members in line with Consortium agreement (to be submitted along with the response to RfS) before signing of PPA with CESC, i.e. the Project 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% (fifty one percent) at any time prior to commencement of supply of power from the full Contracted Capacity or Contracted Capacity finally accepted under the PPA, except with the prior approval of CESC.

- 32.8 As on the Bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder and any of its Affiliate including any Consortium Member and any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

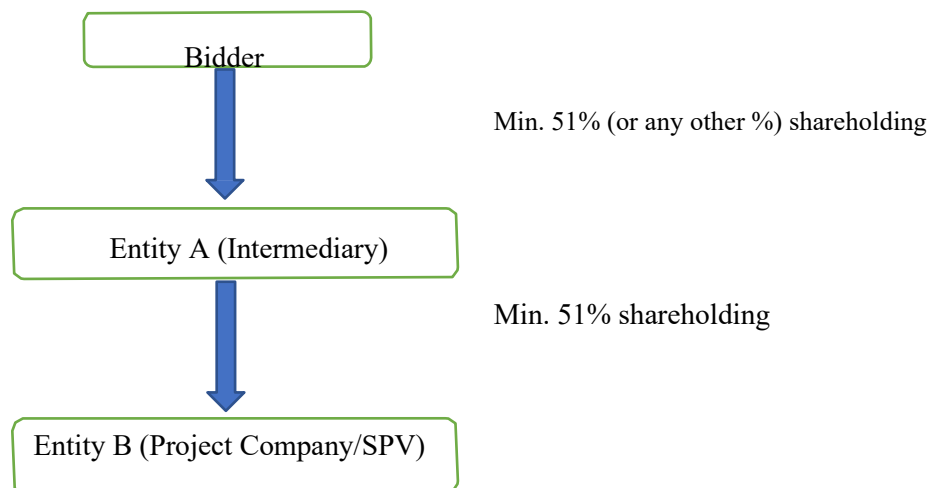
The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.

- 32.9 For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 32.3 and 32.6 above should be a subsidiary of the Bidder. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per the RfS, both Scenario 1 and 2 are permissible in case of projects being implemented by SPVs.

33 *Technical Eligibility Criteria*

- 33.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9.
- 33.2 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-B. The Bidders shall strictly comply with the technical parameters detailed in 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 modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

- 33.3 The Projects shall also comply with the criteria for energy supply as detailed in Clause 8 of the RfS.

34 Financial Eligibility Criteria

34.1 Net-Worth

- (i) The Net-Worth of the Bidder or its Affiliates or Parent/ Ultimate Parent should be equal to or greater than **INR 2 Crores per MW** of the quoted capacity, as on the last date of Financial Year 2022-23 or as on the day at least 7 (seven) days prior to the bid submission deadline.
- (ii) The Net-Worth to be considered for the above purpose will be the cumulative Net- Worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required Equity funding and performance bank guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS.
- (iii) Net-Worth to be considered for this clause shall be the total Net-Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

34.2 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 the following parameters:

- (i) A minimum annual turnover of the Bidder or its Affiliates or Parent/ Ultimate Parent of **INR 2 Crores per MW** (Indian Rupees Two Crores per MW) of the quoted capacity during the Financial Year 2022-23 or as on the day at least 7 (seven) 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, **and**
 - (ii) Internal resource generation capability, in the form of Profit After Tax plus Depreciation, excluding other and exceptional income of the Bidder or its Affiliates or Parent/ Ultimate Parent for a minimum amount of **INR 75,00,000 per MW** (Indian Rupees Seventy-Five Lakhs per MW) of the quoted capacity, as on the last date of Financial Year 2022-23, or as on the day at least 7 (seven) days prior to the bid submission deadline.
- 34.3 The Bidder may seek qualification on the basis of financial capability of its Affiliates or Parent/ Ultimate Parent for the purpose of meeting the qualification requirements as per Clauses 34.1 and 34.2 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) or

its Parent. In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s) or Parent, undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s) or Parent as applicable, undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) or the Parent as applicable, shall be required to be submitted prior to signing of PPA.

34.4 Not Used

- 34.5 A Company/Consortium would be required to submit annual audited accounts for the Financial Year 2022-23, or provisional accounts as on the day at least 7 (seven) days prior to the bid submission deadline, along with net worth, annual turnover and Profit After Tax plus Depreciation (PAT + Depreciation) 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 (seven) 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 (seven) 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.

- 34.6 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.
- 34.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 34.6 above.
- 34.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

35 *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.

36 *Techno-Commercial Evaluation of Bidders (Step 1)*

- 36.1 The first envelope (Techno-commercial Bid) of only those Bidders will be opened by CESC whose required documents as mentioned at Clause 21 of the RfS are received by CESC. Bid opening will be done only after the deadline for submission of Bank Guarantee.
- 36.1 Documents (as mentioned in the previous clause) received after the Bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
- 36.2 Subject to Clause 21 of the RfS, CESC will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of Bids, CESC 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 CESC within 7 (seven) days from the date of such intimation from CESC. 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. CESC shall not be responsible for rejection of any Bid on account of the above.
- 36.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

37 *Financial Bid Evaluation (Step 2)*

- 37.1 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. After this step, the shortlisted Bidders shall be invited for the Reverse Auction.
- 37.2 Second Envelope (Tariff) of only those Bidders shall be opened whose Techno-Commercial Bids are found to be qualified as per the RfS.

The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit only a single bid (single application) quoting a single Tariff” 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).

- 37.3 In this step, evaluation will be carried out based on the tariff quoted by Bidders.
- 37.4 On completion of Techno-Commercial bid evaluation, if it is found that only two Bidder(s) are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of CESC. Thereafter, CESC will take appropriate action as deemed fit.
- 37.5 If the tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 37.6 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n_{th} Bidder as mentioned in Clause 37.2 of the RfS).
- 37.7 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5

38 *Reverse Auction (Step-3)*

- 38.1 The reverse auction for the total tendered capacity shall be conducted on the portal <https://www.bharat-electronictender.com>, on the day as intimated by CESC to the qualified Bidders. Rules of the auction process are brought out below and are also contained in Annexure-A of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-A of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.
- 38.2 After the opening of Initial Price Offer (IPO(s)), the system will rank the Bidders according to their Price Bids. The Bidder with the highest price bid in the IPO stage shall be called the H1 Bidder. The system will then analyse the quantities quoted by the

Bidders at the IPO stage. If the total quoted quantity is more than twice the requisitioned quantity, the H1 Bidder will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the requisitioned quantity.

- 38.3 Advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least 2 (two) hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 38.2 above.
- 38.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 (fifteen) minutes before the start time of reverse auction.
- (i) During the 15 (fifteen) minutes prior to start of reverse auction process, the respective tariff of the Bidder shall be displayed on its window.
 - (ii) The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 1 (one) Paisa less than its current tariff.
 - (iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
 - (iv) During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
 - (v) In the bidder's bidding window, the following information can be viewed by the bidder:
 - a) Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - (vi) The initial auction period will be of 1 (one) hour with a provision of auto extension by 10 (ten) minutes from the scheduled/ extended closing time. Such auto extension shall be affected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
 - (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 36, if the auction is closed at that instant.
 - (b) Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 36, if the auction is closed at that instant.
 - (c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is affected during the last 10 (ten) minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

39 *Selection of Successful Bidders*

- 39.1 Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Orange” zones as per Clause 38.4 (vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA. The Bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.
- 39.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 5% (five percent) of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS, subject to the following conditions:
- Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.
 - In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:
 - Step 1: Highest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - Step 2: Ranking will be done based on draw of lots.
- 39.3 **Illustration:** Following example provides a possible illustration of the above methodology:
- L1 tariff discovered after e-RA: Rs. 2.50/kWh
 - The range (L1+5% of L1): Rs. 2.62/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	50	50	NA	2.50	L1
L2	50	100	NA	2.51	L2
L3	50	150	16:00:01	2.62	L3

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L3	100	250	16:00:02	2.62	...
L4	50	300	NA	2.70	...
L5	50	350	NA	2.71	...
L6	50	400	NA	2.72	...

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

In case the partial capacity offered to the last Successful Bidder as per Clause 39.2 above, is lower than 50% (fifty percent) of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to CESC within 7 (seven) days of completion of e-RA and not later than 7 (seven) days of issuance of LoAs by CESC, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder as per Clause 39.2 above, is greater than or equal to 50% (fifty percent) of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Successful Bidder refuses to accept such partial capacity offered by CESC, the Bank Guarantee(s)/ Payment on Order Instrument(s) against EMD submitted by such Bidder shall be encashed by CESC.

40 *Issuance of LoAs*

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

In all cases, CESC's decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating Bidders.

- 40.2 In case of delay in signing of PPA by CESC beyond the date as on 12 (twelve) months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and CESC, the Successful Bidder may choose to exit from this

tender. Accordingly, the LoA issued to the respective Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by CESC. In case of extension of the above PPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 (three) months subsequent to the above deadline or such other period as may be agreed by the Parties.

SECTION 6. DEFINITIONS OF TERMS

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

- 41.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 41.2 **"AFFILIATE"** in relation to a Company shall mean a company that, directly or indirectly,
- (i) controls, or
 - (ii) is controlled by, or
 - (iii) is under common control with, such company, its parent or ultimate parent company or a Member in a Consortium. 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 to the Board of Directors.
- 41.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.
- 41.4 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by CESC.
- 41.5 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- 41.6 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 41.7 **"BID CAPACITY"** shall mean aggregate project capacity of the Solar PV Power Project(s) as proposed by the bidder.
- 41.8 **"CAPACITY UTILIZATION FACTOR or CUF"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2024 as amended from time to time.

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

$MWh/(Y \text{ MW} \times 8766) \times 100\%$.

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

- 41.9 **“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.

- 41.10 **“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.

- 41.11 **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with CESC for supply of power by the SPD to CESC at the Delivery Point from the Project, based on which the PPA will be executed with CESC.

- 41.12 **“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 (twelve) months beginning on 1st April and ending on 31st March provided that:

- (i) in the financial year in which the SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD 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 the PPA.

- 41.13 **“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.

- 41.14 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% (fifty percent) of the voting rights and paid-up share capital in the Company/ Consortium.

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

- 41.16 **“DAY”** shall mean calendar day.

- 41.17 **“EFFECTIVE DATE”** shall be the date as per Clause 18 of the RfS.

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

- 41.19 **“GENERAL NETWORK ACCESS (GNA)”** shall mean General Network Access as

defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

41.20 **“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.

41.21 **“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.

41.22 **“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, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited 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.

41.23 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point at 220 kV or above, where the power from the Project(s) is injected into the identified ISTS Substation (including the transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters)

Regulations, 2006 as amended and revised from time to time.

41.24 **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

41.25 **“InSTS”** means Intra-State Transmission System.

41.26 **“ISTS”** means Inter-State Transmission System.

41.27 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% (fifty percent) of voting rights and paid up share capital).

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

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

41.29 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by CESC to the selected Bidder for award of the Project.

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

41.31 **“LLC”** shall mean Limited Liability Company.

41.32 **“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.

41.33 **“MONTH”** shall mean calendar month.

41.34 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.

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

41.36 **“PARENT”** shall mean a Company, which holds more than 50% (fifty percent) voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

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

substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

41.38 **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited.

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

41.40 **“PROJECT” or “SOLAR PV POWER PROJECT” or “POWER PROJECT”** shall mean the renewable energy generation facility owned by the SPD, comprising Solar Power Generating systems, having a single point of injection into the grid at Interconnection/Metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering.

The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, 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 CESC.

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

41.42 **“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 CESC (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with CESC.

41.43 **“PROJECT LOCATION”** shall mean the area identified by the SPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented, and shall also include RE Parks being set up under the respective Guidelines.

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

41.45 **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by CESC including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof.

41.46 **RE PARK** shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects.

- 41.47 **“SCHEDULED COMMENCEMENT OF SUPPLY DATE”** or **“SCSD”** shall mean the date as indicated in Clause 9 of the RfS.
- 41.48 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.
- 41.49 **“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.
- 41.50 **“STATE TRANSMISSION UTILITY (STU)”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
- 41.51 **“TOE”** shall mean Tender Opening Event.
- 41.52 **“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.
- 41.53 **“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.

COVERING LETTER

Format 7.1

**(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,

Executive Director – Power Marketing

CESC Limited

1st Floor, CESC House,

Chowringhee Square Kolkata-700001

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 CESC, 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.

We are submitting application for the development of following Project

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

(Note-1: The Bidder must ensure the project capacity mentioned is more than or equals to Minimum Bid Quantity).

Note-2: Delete/Insert the rows as applicable, and number the locations accordingly.

Note-3: Bidders to declare single CUF% for the entire capacity of the Project)

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard PPA documents attached thereto, issued by CESC. In token of our acceptance to the RfS, and PPA documents along with the amendments and clarifications issued by CESC, 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 we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD):- *(Please read Clause 16 carefully before filling)*

We have enclosed EMD of INR *(Insert Amount)*, in the form of Bank Guarantee/Payment on Order Instrument no..... *[Insert bank guarantee/POI number]* dated *[Insert date of bank guarantee/POI]* as per Format 7.3A/7.3B from *[Insert name of bank providing bank guarantee/POI issuing agency]* and valid up to.....in terms of Clause No. 16 of this RfS. The total bid capacity of the Solar PV Power Projects offered by us is MW *[Insert cumulative capacity proposed]*. *(Strike off whichever is not applicable)*
3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, within due time as mentioned in Clause Nos. 17 of this RfS on issue of LoA by CESC for the selected Projects and/ or we are not able to sign PPA with CESC within the timeline as stipulated in the RfS for the selected Projects, CESC shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We hereby declare that the Project Capacity, for which the bid is being submitted by us has already been commissioned by us, and for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or Distribution Company (DISCOM) for participating in this RfS under Clause 1.4 of the RfS. *(applicable only in case of already commissioned Projects)*
5. 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.
6. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and CESC offers a capacity which is greater than or equal to 50% (fifty percent) of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

8. Acceptance:-

We hereby unconditionally and irrevocably agree and accept that the decision made by CESC in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by CESC in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

9. Familiarity with Relevant Indian Laws and Regulations:-

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

10. In case of our selection as the Successful Bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, we shall ensure that our shareholding in the SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of CESC.

11. 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 CESC , committing total equity infusion in the SPV as per the provisions of RfS.

12. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

13. 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 CESC .

14. 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.

15. We confirm that all the terms and conditions of our Bid are valid up to __ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period up to the date as on 12 (twelve) months from the last date of submission of response to RfS].

15. Contact Person

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

Name :

Designation:

Company:

Address :.....

Phone Nos.

Mobile Nos:

E-mail address:.....

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

Encl.: Appendix-I and II of the Covering Letter.

Dated _____ 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.

Project Capacity:____MW

Project Location: ____

Appendix-I to Covering Letter

Tentative Average Hourly Profile (in MUs)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
18												
19												
20												
21												
22												
23												
24												

Project Capacity: ____MW

Project Location: ____

Appendix-II to Covering Letter

Tentative Average Hourly Profile (in MW)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
17												
18												
19												
20												
21												
22												
23												
24												

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

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

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

(Signature of person authorized by the board)

Name:

Designation:

Place:

Date:

Accepted

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

Attested

(Signature of the executant)

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

Place: -----

Date: -----

Format 7.3A

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 Selection of Solar Power Developers for Setting up of ISTS-connected Solar PV Power projects in India under Tariff-based Competitive Bidding of the cumulative capacity of MW *[Insert cumulative Project capacity proposed]* for supply of power there from on long term basis, in response to the RfS No. [•] dated [•] and addendums thereto issued by CESC Limited (hereinafter referred to as CESC) and CESC 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 CESC at *[Insert Name of the Place from the address of CESC]* forthwith without demur on demand in writing from CESC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ *[Insert amount not less than that derived in line with Clause 16 of the RfS]*, only, on behalf of M/s _____ *[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including _____ *[insert date of validity in accordance with Clause No. 16 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ *[insert date of validity in accordance with Clause No. 16 of this RfS]*. CESC shall be entitled to invoke this Guarantee till _____ *[insert date of validity in accordance with Clause No. 16 of this RfS]*.

The Guarantor Bank hereby agrees and acknowledges that the CESC 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 CESC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to CESC.

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 CESC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CESC in

respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kolkata 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 CESC 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 CESC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to CESC and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by CESC to any entity to whom CESC 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____
_____[*Date to be inserted on the basis of Clause No. 16 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if CESC 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 IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)**

No. Date

CESC, 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*) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund based limit loan of Rs. ____ (Rupees____only) to M/s_____under the Loan Agreement executed on_____to execute Renewable Energy Projects.
2. At the request of M/s_, on behalf of_(insert name of the 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 Setting up of ISTS-connected Solar PV Power Projects of the cumulative capacity of MW [*Insert cumulative Project capacity proposed*] for supply of power on long term basis, in response to the RfS No.____dated__issued by CESC Ltd (hereinafter referred to as “CESC”) and CESC 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 IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to CESC at [*Insert Name of the Place from the address of CESC*] forthwith without demur on demand in writing from CESC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees____[*Insert amount not less than that derived in line with Clause 16 of the RfS*], only, on behalf of M/s____[*Insert name of the Bidder*].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at_____, agrees to make payment for the sum of Rs.____lakhs (in words.....) to CESC on the following conditions:-
 - (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from CESC within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be

raised by the against CESC;

- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (CESC and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by CESC made in any format within the validity period. IREDA/REC/PFC shall not require CESC to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and CESC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
 - (h) Neither CESC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against CESC 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 IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of M/s. _____

(Name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s. PP__

As per their request

()

General Manager (TS)

Format 7.3 C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted separately for each Project)

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

Reference:

..... Bank

Guarantee No.:

Date:

In consideration of the _____[*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer') submitting the response to RfS inter alia for..... [*Insert title of the RfS*] of the capacity of MW, at.....[*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... and addendums thereto issued by CESC Limited (hereinafter referred to as CESC) and CESC 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, 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 CESC at [*Insert Name of the Place from the address of the CESC*] forthwith on demand in writing from CESC 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..... CESC shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that CESC 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 CESC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to CESC.

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 CESC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CESC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kolkata 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 CESC 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 CESC 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 CESC and may be assigned, in whole or in part, (whether absolutely or by way of security) by CESC to any entity to whom CESC 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 CESC 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.

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

No. Date

CESC,

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

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer’) submitting the response to RfS inter alia for selection of Contracted Capacity of MW, at [Insert name of the place] under RfS for _____ (insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated issued by CESC (hereinafter referred to as CESC) and CESC 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 IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to CESC at [Insert Name of the Place from the address of the CESC] forthwith on demand in writing from CESC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ Lakhs (in words) to CESC on the following conditions:-

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

Thanking you,

Yours faithfully For and on behalf of

M/s. __

(Name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s. ____ PP ____

As per their request

()

General Manager (TS)

FORMAT FOR BOARD RESOLUTIONS

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

1. **RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. for ____ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to CESC Limited (CESC), representing us in all matters before CESC, and generally dealing with CESC 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 ____ 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 CESC Limited (CESC) a Company incorporated under the Companies Act, 2013, and having its Registered Office at CESC House, Chowringhee Square, Kolkata-700001

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 CESC desires to purchase Power under RfS for_____(insert title of the RfS);

WHEREAS, CESC 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 CESC 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 combined shareholding in the SPV/Project Company shall not fall below 51% (fifty one percent) at any time prior to 1 (one) year after the SCSD, except with the prior approval of CESC.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of power supply in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Kolkata alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of CESC in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by CESC.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of CESC.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of CESC .
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

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

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

Witnesses:

1) Signature-----

Name: Address:

2) Signature -----

Name: Address:

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

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

Witnesses:

1) Signature -----

Name: Address:

2) Signature -----

Name: Address:

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

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

_____))

Witnesses:

1) Signature -----

Name: Address:

(2) Signature -----

Name: Address:

Signature and stamp of Notary of the place of execution

FORMAT 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

CESC Limited

Power Marketing Dept.

**1st Floor, CESC House, Chowringhee Square,
Kolkata-700001**

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 2022-23 or as on the date at least 7 (seven) days prior to the bid submission deadline (*Strike out wherever not applicable*).

This Net Worth has been calculated in accordance with instructions provided in Clause 34.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR

----- Crore (Equity Commitment (%) * Rs. [] Crore)

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

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

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR____(____in words) as on the end of Financial Year 2022-23 or as on the day at least 7 (seven) days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

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

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

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

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit After Tax plus Depreciation criteria as mentioned in the RfS, by demonstrating a Profit After Tax plus Depreciation of INR__(in words) as on the end of Financial Year 2022-23 or as on the day at least 7 (seven) 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 Profit After Tax plus Depreciation by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Profit After Tax plus Depreciation is to be considered	Relationship with Bidding Company*	Profit After Tax plus Depreciation (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]

Profit After Tax plus Depreciation Requirement to be met by Member in Proportion to the Equity Commitment: INR -----Crore (Equity Commitment (%) * Rs. [] Crore)

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

Name of Consortium Member Company	Name of Affiliate(s) whose Profit After Tax plus Depreciation is to be considered	Relationship with Bidding Company* (If Any)	Profit After Tax plus Depreciation (in Rs. Crore)	Equity Commitment (in %) in Bidding Consortium	Proportionate Profit After Tax plus Depreciation (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)

Firm:

Date:

Membership No.

Regn. No. of the CA's

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/ Profit After Tax plus Depreciation (as applicable) 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.

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to CESC Limited, in respect to our response to RfS vide RfS No. _____ dated __, that as on __ (Insert bid submission deadline), M/s (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on _____ (insert bid submission deadline), M/s _____ (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized
Signatory)

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Fax#:

E-mail address#

To

(Enter Address of CESC)

Sub: Response to RfS No. _dated_ for _____. Dear Sir/ Madam,

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

We further declare and confirm that in terms of the definitions of the RfS, M/s

_____(enter name of the Promoter/Promoters) is/are our Promoter(s) and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013.

We further declare that the above statement is true and correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the Bank Guarantees will be encashed and recoveries will be effected for the payments done.

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 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 23.02.2023**

(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 _____

[Enter Address of CESC]

Sub: Response to RfS No datedfor the
tender

for

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

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

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above

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

**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY
TIE-UP**

(To be Submitted on the letterhead of the Bidder)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location of the projects	
3	Contracted Capacity proposed	MW
4	Number of Projects	
5	Technology Proposed to be adopted for the Project	
6	Estimated Annual Generation of Electrical Energy	kWh
7	Brief about the proposed technology	
	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	

Dated the day of , 20....

Thanking
you, We
remain,
Yours
faithfully,

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

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _

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

Tel.#: Fax#:

Email address:

To

CESC Limited

Executive Director – Power Management

Power Marketing Dept.

1st Floor, CESC House,

Chowringhee Square

Kolkata-70001

Sub: Response to RfS No.____dated__for_____.

Dear Sir/ Madam,

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

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. *There can be only one tariff for all the projects applied for. If the Bidder quotes two tariffs or combination thereof for the Projects, then the bid shall be considered as non-responsive.*
2. *If the Bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two decimal places only.*

Format 7.11**PRELIMINARY ESTIMATE OF COST OF SOLAR PV POWER PROJECT**

(Disclaimer: It is clarified that the data submitted as part of this Format is for CESC's records only, and will have no bearing on the SPD's claims against Change in Law or any other provisions of the PPA)

Project Capacity:MW

Location:

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

S. No.	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes (in %)	Estimated Total Cost (in Lakh INR) (in figures)
9.	Total Project Cost			

Dated the

Thanking you,

We remain,

Yours faithfully,

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

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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.

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.

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, *CESC Limited (CESC)* 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 Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on Electronic Tender 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 CESC (Optional)
 - b) View response to queries posted by CESC
8. Bid-Submission on ETS
9. Post-TOE clarification on ETS (optional)
10. Respond to CESC Post-TOE queries
11. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

To use the Electronic Tender® 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	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
Email-ID	support@isn-ets.com [Please mark CC: support@electrontender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 24 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 'Electronic Forms®' 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 Electronic Forms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® 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 Electronic Forms®, 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 Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® 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 CESC.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to CESC 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.)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully ‘received and validated’ in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user’s end, or while a submission made by an end-user is in transit, until the submission is successfully ‘received and validated’ in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. 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, CESC may ask for re- submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by CESC , the Bid Processing Fee and Cost of RfS Document, 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 CESC.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission

Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

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

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS’s e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm Vendors Training Program

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

TERMS & CONDITIONS OF REVERSE AUCTION

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

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant CESC guidelines, shall be initiated by CESC .

7. The Bidder shall not divulge either his Bids or any other exclusive details of CESC to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is '10' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of CESC, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the CESC contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such as issue of LOA, signing of PPA etc. would be transacted directly between Successful Bidder(s) and CESC.
 - f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - A of the RfS document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
 - i) CESC will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electrontender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

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

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	1 hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Automatic extension Time-Duration	10 Minutes
3.2	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

CESC reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at

any time, before ordering, without assigning any reason.

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

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

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

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

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

1. SPV MODULES

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

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

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

2. POWER CONDITIONERS/ INVERTERS

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

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

3. OTHER SUB-SYSTEMS/ COMPONENTS

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

4. AUTHORIZED TEST CENTRES

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

5. WARRANTY

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

6. IDENTIFICATION AND TRACEABILITY

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, Im, Vm and FF for the module

- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. PERFORMANCE MONITORING

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

8. SAFE DISPOSAL OF SOLAR PV MODULES

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

9. CAPACITY OF SOLAR PV PROJECTS

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

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

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

- (iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 50 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.
- (iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.

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

INSTALLATION REPORT

(to be provided by SPD and to be submitted at most 7 days prior to proposed date of commencement of power supply)

S. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt (Fixed Tilt/ Seasonal Tilt/ Tracking)	
III.	Rating of each module (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier and country of origin)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/ Inverters installed)	
VII.	Make of the PCUs / Inverters (including name of supplier and country of origin)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	
	Capacity of the Project (MW)	

FORMAT FOR PROJECT PROGRESS STATUS

Project Details	
Scheme	
Tender	
Name of SPD	
Project ID	
CEO Name	
Registered Office Address	
Contact Person's Name	
Contact Person's Number	
Project Location (Vill, Tehsil, Dist., State)	
Project Capacity (MW)	
Project location's Latitude	
Project location's Longitude	
Interconnection Point (SS & Voltage level)	
Financing Arrangement Status	
Estimated Project Cost (Crore Rs.)	
Source of Fund	
Loan Amount (Crore Rs.)	
Lending Agency	
Status of Loan	
Land Arrangement Status	
Total Land Requirement (Hectare)	
Type of Land (Govt./Pvt.)	
Land Acquired (Hectare)	
Mode of Land Acquisition (Govt. allotted/lease/buy/sub-lease)	
Target date of complete Land Acquisition	
Connectivity Status	
Connectivity application status	
Connectivity start date	
PV Modules' Supply Status	
Make, Model Number, Rating & Quantity	

Project Details	
Total Module requirement (MWp)	
Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date	
Inverter Supply Status	
Make, Model Number, Rating & Quantity	
Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date	
Power Transformer Supply Status	
Make, Model Number, Rating & Quantity	
Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date	
WMS, SCADA & DC Cable	
Make & Supplier details	
Order Status with date of placing order	
Supply Status	
EPC Details (if any)	
Name & address of EPC	
EPC Contract status	
Plant Installation	
MMS installation (% completed & Expected timeline for	
Module installation (% completed & Expected timeline for	
Inverter installation (% completed & Expected timeline for	
Main Control Room civil works (% completed & Expected	
Pooling Substation (% completed & Expected timeline for	
Transmission line Polling SSN to Delivery Point	
Tower Foundation (% completed & Expected timeline for	
Tower Erection (% completed & Expected timeline for	
TL Stringing (% completed & Expected timeline for 100	
Delivery End Bay (% completed & Expected timeline for	
Targeted Commissioning Date of Transmission Line	
CEIG Inspection & Approval	
Inspection and Approval status of PSS and transmission	
Inspection and Approval status of the Plant	
Commissioning Plan	

Project Details	
Targeted Project Readiness Date	
Targeted CEIG Certification Date	
Targeted Synchronization Date	
Targeted Commercial Operation Date	