

**Selection of Developers**

**for**

**Setting up of 600 MW ISTS-connected Wind-Solar Hybrid Power Projects in India  
through Tariff-Based Competitive Bidding**

**RfS No. ED(PM)/2025-26 /432 dated 26.11.2025**

**Tender Search Code on ISN-ETS: CESC-2025-TN000002**

**CESC Limited**

**CESC House, Chowringhee Square Kolkata - 700001**

**e-mail: [soumya.sakar@rpsg.in](mailto:soumya.sakar@rpsg.in); [ranajit.bhattacharya@rpsg.in](mailto:ranajit.bhattacharya@rpsg.in)**

**Ph: 9874938400/ 9748740796**

## **DISCLAIMER**

1. 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.
2. 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 Limited 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).
3. This RfS document has been prepared in good faith, and on best endeavour basis. Neither CESC Limited (CESC) nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. CESC reserves the right to modify, amend or supplement this RfS without assigning any reason and without any liability.
5. CESC reserves the right to reject any or all bids without assigning any reason and without any liability.
6. In case of any discrepancy in the documents uploaded on the websites of CESC, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: Kolkata, West Bengal

Date: 26.11.2025

### Bid Information Sheet

(A)	Name of work/ brief scope of work/Job	Setting up of 600 MW (AC) ISTS-connected Wind-Solar Hybrid Power Projects for supply of power to CESC through Tariff-Based Competitive Bidding, for a period of 25 years.
(B)	RfS No. & Date:	<b>ED(PM)/2025-26/432    Dated: 26.11.2025</b>
(C)	Type of Bidding System	Single Stage Two Envelope
(D)	Type of RfS/ Tender	E-Tender
(E)	Completion/ Contract period	As mentioned in RfS Document
(F)	Document fee/Cost of RfS Document (Non-refundable)	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 and a copy of the receipt to be submitted along with the response to RfS.
(G)	Bid processing fee	Amount: INR 5,00,000 (Indian Rupees Five Lakh) +18% GST for each project for project capacity Fees to be submitted through NEFT/RTGS transfer in the account of CESC and details of the payment to be submitted along with the response to RfS.  Bank details of CESC for payment of Document fee/Cost of RfS Document/Bid Processing fee etc. is given in the Bid Information Sheet.
(H)	Earnest Money Deposit (EMD)	Amount: INR 20,00,000 (Indian Rupees Twenty Lakhs) including GST per MW per Project to be submitted in the form of Bank Guarantee along with the response to RfS
(I)	Performance Bank Guarantee	As per Clause 18 of the RfS document
(J)	Date, Time & Venue of pre-bid meeting	Scheduled on-line as per NIT-On-line link to be shared on ISN-ETS portal.

(K)	Offline & Online bid-submission deadline	As per NIT on ISN-ETS portal
(L)	Techno- commercial bid opening	As per NIT on ISN-ETS portal
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to the eligible bidders. Date and time of e-RA shall be intimated through email.
(N)	Contact details of ISN-ETS Portal	<p><b>M/s Electronic Tender.com (India) Pvt. Ltd.</b></p> <p>Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072</p> <p>(From 10:00 Hrs. to 18:00 Hrs. on all working Days i.e., Monday to Friday except Govt. Holidays)</p> <p>Email: support@isn-ets.com</p>
(O)	Name, designation, address and other details (for submission of Response to RfS)	<p>Executive Director Power Marketing</p> <p>1 Floor CESC House, 1 No. Chowringhee Square, Kolkata-700001</p>
(P)	Details of persons to be contacted in case of any assistance required	<p>1. <b>Name &amp; Designation:</b> Sh. Ranajit Bhattacharya, Deputy General Manager (Power Marketing)</p> <p><b>E-mail:</b> <a href="mailto:ranajit.bhattacharya@rpsg.in">ranajit.bhattacharya@rpsg.in</a></p> <p><b>Contact No.:</b> 9748740796</p> <p>2. <b>Name &amp; Designation:</b> Sh. Soumya Sarkar, Additional Manager (Power Marketing)</p> <p><b>E-mail:</b> <a href="mailto:soumya.sakar@rpsg.in">soumya.sakar@rpsg.in</a>;</p> <p><b>Contact No.:</b> 9874938400</p> <p>3. <b>Name &amp; Designation:</b> Mr. Arnab Sengupta, Deputy Manager (Power Marketing)</p> <p><b>Email:</b> <a href="mailto:arnab.sengupta@rpsg.in">arnab.sengupta@rpsg.in</a></p> <p><b>Contact No.:</b> 6291317636</p>

(Q)	CESC Bank Details		
		Bank Name	ICICI Bank Limited
		Bank Address	38 Hemanta Basu Sarani Kolkata - 700 001
		Account Type	CC
		Account Name	CESC Limited
		Account No.	000651000407
		IFSC Code	ICIC0000006

1. Bids must be submitted strictly in accordance with Section - 2 and Section - 3 of the RfS depending upon Type of tender as mentioned at clause no.(D) of Bid Information Sheet.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its notices, amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or CESC website and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s)/Notices, if any, shall also be available on the above referred websites.
5. 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 CESC website. 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 CESC website 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 called “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 power from hybrid power project (wind and solar) 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 Wind Solar Hybrid Projects vide the Gazette of India Notification No. 27/03/2023-RCM, dated 21.08.2023, including subsequent amendments and clarifications thereto (“Guidelines”). These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by the ‘Procurers’, from grid-connected Wind-Solar Hybrid Power Projects (‘HPP’), 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 issued by MOP, 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 Wind-Solar Hybrid power projects anywhere in India on Build Own Operate (B-O-O) basis, for an aggregate capacity of 600 MW (AC. CESC shall enter into a Power Purchase Agreement (PPA) with the Successful Bidder(s) selected based on this RfS for purchase of hybrid power for a period of 25 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 wind solar hybrid power project 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 10. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or 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 Projects(s).
- 1.5. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on CESC for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. CESC does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

## **2. Invitation for Bids**

2.1. A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of CESC and the Bidder/Hybrid Power Developer (“**HPD**”) (as defined hereinbelow) shall be governed by the RfS Documents/Agreement signed between CESC and the HPD 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 RfS documents and subsequent notifications.

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 (Official Hours) on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the Bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. 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 Fee, Bid Processing Fees and Earnest Money Deposit (“**EMD**”) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

2.5. RfS documents 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**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only 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 Hybrid Power Developer (“HPD”) shall be required to set up ISTS-connected Wind-Solar Hybrid Power Projects including the transmission network up to the Interconnection/ Delivery Point with the primary objective of supplying Wind-Solar Hybrid Power to CESC to meet power demand and Renewable Purchase Obligation (“RPO”) / Renewable Consumption Obligation (“RCO”), 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 HPD.
- 3.3. The Projects to be selected under this RfS provide for deployment of Wind Solar Hybrid Power Technology. However, the selection of Projects would be technology agnostic.

### 4. **Total capacity offered**

- 4.1. Selection of Wind-Solar Hybrid Power Projects for an aggregate capacity of 600 MW, will be carried out through e-bidding followed by e-Reverse Auction process.

### 5. **Maximum Eligibility for Contracted Capacity Allocation for a Bidder:**

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

- 5.1. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 300 MW, in the prescribed formats. The Contracted Capacity shall be quoted in multiples of 50 MW only. The Contracted Capacity shall be quoted in integral values only.
- 5.2. The total capacity to be allocated to a Bidder including its parent, Affiliate, or Ultimate Parent or any Group Company shall be limited to 300 MW .
- 5.3. The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.
- 5.4. 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 can be located anywhere in India at the locations chosen by Bidder/HPD at its own discretion of and cost, risk and responsibility. Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

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

6.3. **Project Configuration**

- 6.3.1. 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).

- 6.3.2. The Hybrid Power Projects are required to be designed for inter-connection with transmission network of the ISTS at voltage level of 220 kV or above. Following points are to be noted in this regard:

- (a) The minimum Project size of a single Hybrid Power Project shall be 50 MW to be interconnected at an ISTS Delivery Point;
- (b) Under this RfS, a Hybrid Power Project shall mean a Project comprising two ‘components’ - Wind and Solar Power Project, with rated power capacities in the ratio of at least 2:1 respectively, provided the Project is a Hybrid Project under the Guidelines. It is further clarified that the criteria of both solar and wind component of the Project will be examined based on the rated AC capacity declared by the Bidder for the corresponding component of the Project. The sum of the rated installed capacities of Solar and Wind power components as committed by the Bidder/HPD shall be more than or equal to the Contracted Capacity.

Note: In the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Contracted Capacity of the Hybrid Power Project irrespective of the rated capacities of the Solar and Wind project components.

For avoidance of any doubt, it is hereby reiterated that the Contracted Capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the rated installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for Commencement of supply of power under the RfS.

- (c) The solar and wind project components of the hybrid project may be located at same or different locations. It is clarified that Solar as well as Wind Project component(s) may be set up in different states. For e.g. : If a HPD is installing 150 MW Hybrid Project with configuration of 150 MW Wind and 75 MW Solar, then HPD is free to install 75 MW Solar Project component(s) (50 MW in one state and 25 MW in another state) & 150 MW Wind Project component(s) (100 MW in one state and 50 MW in another state) subject to compliance of Clause 6.3.2 (a) and (b) above.

The solar Project component in a single state may also be sub-divided into a number of 'blocks', being set up at multiple locations, if required. However, such blocks for a single solar Project component shall be located within the same State. The minimum voltage level for a single block shall be 33 kV. These individual blocks shall be pooled at a minimum voltage level of 33 kV, at a 'pooling station'. It may be noted that the said pooling station will have a different meaning than the Pooling Substation as defined in the RfS. A single transmission line shall connect the above pooling substation to the 'sub-pooling' substation as per Clause 7.

- (d) The HPDs shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation, in line with the applicable procedure.
- (e) For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed subsequent to issuance of LoAs until the date as on 30 days of issuance of LoAs.

6.3.3. The HPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 20 of the RfS.

The above change in Delivery Point shall be allowed by CESC only in case the scheduled commissioning date of the ISTS substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from CESC by the HPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the HPD.

In this case, the HPD will be required to apply for connectivity at the proposed substation within 7 working days of intimation of approval for the same by CESC.

In case the HPD fails to obtain connectivity on account of reasons attributable to it, including but not limited to failure to apply for connectivity within the above deadline, the HPD will not be eligible for corresponding extension in the timelines for meeting the Project milestones and for any relief under change in law provisions, and the same will be borne by the HPD.

## **7.0 Connectivity with the Grid**

- 7.1 The project should be designed for interconnection with the ISTS in accordance with prevailing CERC regulations in this regard. For interconnection with the grid and metering, the HPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum Voltage level for interconnection at the ISTS shall be 220KV.

- 7.2 The responsibility of getting the ISTS connectivity shall entirely be with the HPD and shall be at the risk and cost of the HPD in line with applicable regulations. In case of a Project being set up in a RE Park, applicable connectivity regulations shall govern the scope of the HPD. 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 upto and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the HPD at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the HPD, to be undertaken entirely at its own cost and expense.
- 7.3 The arrangement of connectivity can be made by the HPD 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 HPD.
- 7.4 The HPD 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. The 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 clarification 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 HPD 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 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.
  - (v) Bids indicating substations outside the above 4 (four) choices will be liable for rejection. It is, however, clarified that selection of Delivery Point chosen 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 clauses 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 the CTU/RLDC.
  - (ii) Energy injected by each Project will be recorded and signed jointly by all Project owners 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 generated at 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 at delivery point/ interconnection point/injection point, shall be apportioned among the HPDs who shall share such a Pooling arrangement, based on their monthly generation.
- 7.7 The HPD 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 HPD and any financial implication on account thereof shall be borne by the HPD. In order to remove potential discrepancies and ambiguities, the HPDs 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 HPD for its early rectification without any liability on CESC. The HPD 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 HPD as per provisions of PPA. Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA.
- 7.9 Pursuant to Clause 7.4 above, CESC shall be responsible for obtaining General Network Access (GNA), and shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.

- 7.10 The HPDs will be required to apply for connectivity at the identified substations, as mentioned in the Covering Letter (Format 7.1), within 30 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 days of date of filing of application. HPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to CESC.
- 7.11 The HPD 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 HPD, in such case the capacity may not be off-taken and HPD will keep CESC indemnified from any losses; further, the HPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

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

## **8 Energy Supply by the Hybrid Power Developer**

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

The Bidders will declare the annual CUF of their Projects at the time of submission of response to RfS in the Covering Letter as per Format 7.1, and the HPDs will be allowed to revise the same once within first three years after the 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 next year. The declared annual CUF shall in no case be less than 50% 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. It is clarified that the Bidder shall separately indicate the solar and wind energy components in terms of Clause 4.4.1 of the PPA enclosed. The lower limit will, however, be relaxed 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. CESC shall use the hybrid power for fulfilment of the RPO / RCO in the proportion of rated capacity of wind and solar power in the hybrid project respectively.

## 8.2 **Shortfall in Energy Supply**

If for any Contract Year, it is found that the HPD 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 HPD, such shortfall shall be dealt as per the applicable provisions of the PPA.

## 9 **Commencement of Power Supply**

9.1 The HPD shall commission the Project in line with the 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 HPD proposing the Project, or its part (including single component), for commissioning shall give to CESC, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date along with all necessary documents/approvals. Further, the HPD shall also give a notice of not less than seven (7) days, for trial run or repeat of trial run, to the concerned RLDC(s) and CESC. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

9.2 The HPD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

- (i) Intimation regarding commissioning, specifying the proposed capacity and commissioning date, is required to be submitted at least 30 days prior to the proposed commissioning date.

A complete set of documents, except trial run certificate and Synchronization declaration, required to be submitted by HPD, 15 days before the proposed date of the commissioning of the Project.

- (ii) Trial run certificate issued by appropriate authority in accordance with IEGC.
- (iii) Copy of CON-4 report submitted to CTU.
- (iv) Copy of CAT-2 Agreement
- (v) Final grant of connectivity letter issued by CTUIL for the Project in the name of either the HPD or the Bidding Company for the said project. If the HPD intends to commission the project before the operationalization of connectivity, it must submit an undertaking indemnifying CESC, as per the format in Annexure-D of the RfS.
- (vi) installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The HPD is advised to take due care in furnishing such Installation Report.
- (vii) CEI/CEIG (as applicable) report containing approval for all the components, including solar PV modules, WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the HPD to obtain the certificate.

- (viii) Approval of Metering arrangement/scheme from CTU/GRID INDIA/ any other concerned authority as applicable
- (ix) Plant Layout, Plant (AC & DC) SLD
- (x) Affidavit certifying that the HPD has obtained for all the necessary approvals for commencement of power supply from the Project, and indemnifying CESC against any discrepancies in the above details.
- (xi) Affidavit from the HPD 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.
- (xii) Affidavit from the authorized signatory of the HPD, stating that:
  - a. The WTGs, solar cells and modules installed in the said Project have been procured from a manufacturer listed in the ALMM issued by MNRE, as on the date of commissioning.
  - b. HPD has taken the Industrial All Risk insurance policy as per the provisions of PPA/RfS.
  - c. all the equipment including but not limited to WTG, solar PV modules, inverters/PCU, power transformer, and cables has been installed in compliance with the technical requirements specified under the RfS/PPA.
  - d. the HPD is in compliance with all the applicable laws and regulations for commissioning of the Project.
  - e. Indemnifying CESC against any discrepancies in the above details.
- (xiii) Documents to establish the compliance of technical requirement as per PPA/RfS
- (xiv) Invoices against purchase of the solar modules, WTGs, Inverters/PCUs, WMS (Weather monitoring station), SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules, WTGs and inverters at site along with certified summary sheet by the authorized signatory.
- (xv) In addition to the above, the HPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of energy storage systems, if any, ALMM certificates (as applicable), insurance documents of Project, online monitoring facility as stated vide Clause 7 and Annexure A of the RfS.
- (xvi) Synchronization declaration by the HPD for the Project as per the Annexure- F of this RfS;

(xvii) Board resolution for authorized signatory for signing the documents related to commissioning of the Project.

(xviii) MoD NOC approval /Affidavit indemnifying CESC in case of Green Zone, as declared by NIWE.

**9.3** 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 HPD shall be required to obtain No-objection certificate (NOC) from CESC prior to declaration of commissioning/COD of the Project.

**9.4** Prior to commencement of power supply under the PPA, the HPD shall be required to demonstrate installation and COD of rated capacities of Wind and Solar PV components on pro-rata basis, pertaining to the Contracted Capacity (part/full) being proposed to commence power supply. In other words, it is clarified that commissioning/COD of a single component or having a composition different than the required percentage specified in clause 6.3.2 above, shall not construe commencement of power supply from the hybrid Project.

**9.5** Based on the declaration of commissioning/COD of Project components as submitted by the HPD, Contracted Capacity to be declared as having commenced power supply under the PPA (part/full) shall be calculated as follows:

Commissioned Capacity = Least of  $(A/S \times C, B/W \times C)$  where,

C: Contracted Capacity (MW) awarded to the HPD;

S: Rated capacity (MW) of Solar PV component as per LoA (or revised rated capacity in line with Clause 19.1 of the RfS);

W: Rated capacity (MW) of Wind component as per LoA (or revised rated capacity in line with Clause 19.1 of the RfS);

A: Installed capacity (MW) of Solar PV component; and

B: Installed capacity (MW) of Wind component.

It is clarified that CESC shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the HPD 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 HPD, 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 HPD shall submit COD certificate for the corresponding Installed Capacity to CESC 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.

## **9.6 Part-commencement of power supply**

Part-commencement of power supply from the Project shall be accepted by CESC subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or at least 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. The projects can further commence supply of power in parts of at least 10 MW capacity; with last part as the balance capacity.

In case of part commissioning of power supply under the PPA, it shall be mandatory to demonstrate commencement of power supply of both solar and wind capacities in proposed ratio on pro-rata basis, otherwise the Project shall not be considered to have commenced power supply under the PPA. In other words, it is clarified that commencement of supply of power of a single component or have a composition lower than the above required percentage, shall not be considered as part-commencement of power supply from the Hybrid Project.

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 a period specified in the PPA.

## **9.7 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 20 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.11.2025 then SCSD shall be 07.07.2027).
- (ii) The maximum time period allowed for commencement of power supply from the full Project capacity with applicable penalty, shall be limited to the date as on 6 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 9.7.(ii). above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to 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 amount X (100/240) X (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 9.7.(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 9.7.(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 9.7.(ii) above, shall be encashed on pro-rata basis.

**9.8 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, beyond SCSD of the Project, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project, or delay in Start Date of Connectivity, and it is established that:

- (i) The HPD has complied with the complete application formalities as per Clause 7.5 of the RfS and as per the Detailed Procedure as issued by the CTU;
- (ii) The HPD has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CEA, and
- (iii) The delay in grant/operationalization of connectivity/GNA 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 solely attributable to the CTU/transmission licensee and is beyond the control of the HPD;

The above shall be treated as delays beyond the control of the HPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to readiness of Delivery Point and power evacuation infrastructure and/or 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 HPD, 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 HPD, 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 HPD, 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 HPD.

**10 Early commencement of power supply**

- 10.1 The HPD 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 HPD, 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, provided the capacity of the Project commissioned is in the agreed ratio as specified in clause 6.3.2 above. 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 HPD 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 approval of CESC. Such intimation regarding consent to procure energy from early commencement of supply shall be provided by CESC within 15 days of receipt of the request being made by the HPD, beyond which it would be considered as deemed refusal.

- 10.2 In case of multiple Project components, and if one or more of the such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the HPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with CESC. In case CESC decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 75% of the PPA Tariff.

The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS and PPA. This is a special case wherein in case one or more project component is ready, the generation from such component is not wasted. The above scenario will be applicable until the HPD is ready to commence power supply as per the provisions of Clauses 9 and 10.1 of the RfS.

## SECTION 3. STANDARD CONDITIONS OF CONTRACT

### 11 **Obtaining RfS Documents**

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

### 12 **Cost of Documents and Bid Processing Fees**

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

The bank details of CESC are available in the Bid Information Sheet. Upon making the necessary payments, the prospective Bidders shall immediately write to CESC (mailing to [ranajit.bhattacharya@rpsg.in](mailto:ranajit.bhattacharya@rpsg.in); [soumya.sarkar@rpsg.in](mailto: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 RfS Document, Bid Processing Fee and/or Bank Guarantee towards Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by CESC.

### 13 **Project Scope and Technology Selection**

Under this RfS, the HPD shall set up Wind-Solar Hybrid Power Project(s) 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 dedicated transmission network up to the Interconnection/Delivery point (along with connectivity) including those required from State Government and local bodies shall be within the scope of the HPD only. The Projects to be selected under this scheme provide for deployment of wind-solar hybrid power technology. However, the selection of Projects would be technology agnostic.

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

The HPDs 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) HPDs should apply for necessary MoD clearances for all WTGs proposed to be installed in Project, within 90 days of Effective Date of PPA or 30 days from the date of possession of the land identified for the Project, whichever is later, and forward the copies of application to CESC within 07 days of filing the applications.
- (v) In case of Projects being set up in the States of Gujarat & Rajasthan, the HPD shall abide by applicable Supreme Court Order and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- (vi) Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be submitted to CESC prior to the 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 HPD shall submit an undertaking in this regard, and it shall be deemed that the HPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the HPD. The HPD 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 HPD 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 HPD to remain updated about the applicable charges payable to the SNA under the respective State Policies.

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

## **15 Earnest Money Deposit (EMD)**

- 15.1 Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following formula :

$$\text{Earnest Money Deposit} = [\text{INR } 9,42,000 \times \text{Rated cumulative Installed Capacity of Solar PV component (MW)} + \text{INR } 12,98,000 \times \text{Rated cumulative Installed capacity of Wind component (MW)}].$$

The EMD shall be submitted in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/Lead Member of Bidding Consortium. The claim period of the EMD shall be at least 30 days beyond the expiry of the validity period. 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.

- 15.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

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

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

- 15.3 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.
- 15.4 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 18 the RfS.
- 15.5 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     Forfeiture of EMD:**

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

- 16.1 If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 16.2 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 19 of the RfS or does not execute the PPA within the stipulated time period;
- 16.3 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;
- 16.4 If the bidder fails to furnish required PBG in accordance with Clause 18 of the RfS.

## **17     Payment on Order Instrument (POI):**

- 17.1 As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) 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 7.3 B of the RfS, within the timelines as per Clause 15.1 above, for the amount and validity period as per those Clause 15.1 above.

- 17.2 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”.

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

- 18.1 Bidders selected based on this RfS shall submit Performance Guarantee for a value determined as per the following formula:

$$\text{Performance Bank Guarantee} = [\text{INR } 23,55,000 \times \text{Rated Installed Capacity of Solar component (MW)} + \text{INR } 32,45,000 \times \text{Rated Installed capacity of Wind component (MW)}]$$

For example, in case of a Contracted Capacity of 300 MW comprising the following break up of Installed Capacity: Solar: 150 MW, Wind: 300 MW, the PBG amount applicable will be: Rs. [(23.55 x 150) + (32.45 x 300)] Lakhs, i.e. Rs. 13,267.50 Lakhs (i.e. INR 1,32,67,50,000).

PBG shall be submitted by the Bidders 7 (seven) days prior to signing of PPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3 C with a validity period up to (and including) the date as on 12 months after the SCSD of the Project. The claim period of the PBG shall be at least 30 days beyond the expiry of the validity period. On receipt and after successful verification of the total PBG/POI in the acceptable form, the PBG/POI 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 HPD. 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 HPD prior to expiry of validity of the PBG.

- 18.2 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 SCSD, for which modified connectivity is granted for the Project, the HPD 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).
- 18.3 All PBG 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.
- 18.4 The HPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the Successful Bidder, the PBG shall be furnished in the name of the SPV except for the case as indicated in Clause 35.3 of the RfS
- 18.5 The format of the Bank Guarantees prescribed in the Format 7.3A (EMD) and 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.
- 18.6 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 being appropriated by CESC in terms of the guarantee as in the case of appropriation of the cash deposit lying with CESC.

- 18.7 The Selected Bidder for the Project who is selected based on this RfS is required to sign PPA with CESC within the timeline as stipulated in Clause 19 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 19 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by 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/HPD agrees that in case of invocation of BG, CESC is under no obligation to produce any estimate of loss in this regard.
- 18.8 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per applicable laws of the state.
- 18.9 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/HPDs. 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 <Bank Name, IFSC Code, Name as per Bank> and a confirmation in this regard is received by CESC.
- 18.10 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.
- 18.11 The PBG of HPDs shall be returned to them, within 45 days of 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 penalty due to delays in commencement of power supply beyond the SCSD as per Clause 9 and 10 of the RfS.
- 18.12 **Payment on Order Instrument (POI):**

As an alternative to submission of PBG as above, the HPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by 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 18.1 above, for the amount and validity period as per those Clause 18.1 above. In case the HPD chooses to

submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 18.1 above, will be applicable in this case too.

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

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

- 19.1 CESC shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between CESC and the selected HPD will be made available on ISN-ETS Portal and also in CESC website. PPA will be executed between CESC and Selected Bidder or its SPV separately for each Project.

Note: PPA will be executed between CESC and the HPD as per the breakup of the cumulative Project Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative capacity quoted in the Covering Letter (Format 7.1), which may be changed by the HPD subsequent to issuance of LoA up to the date as on 30 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 Appendix-II of the Covering Letter (Format – 7.1). For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to CESC within 30 days of issuance of LoA. In case of such modification, along with the intimation of modification, the successful bidder shall provide a revised tentative hourly generation profile as mentioned above as per Appendix-I and II of the Covering Letter (Format-7.1).

Both the above parameters will remain unchanged, thereafter. 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.

The HPD shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The HPD shall also submit the progress report to CESC in a form acceptable to CESC and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by CESC.

- 19.2 The PPAs shall be valid for a period of 25 years from the SCSD. Any extension of the PPA period beyond 25 (twenty-five) years shall be through mutual agreement between the HPD and CESC. The HPDs are free to operate their Projects after expiry of the 25 years of PPA period if other conditions such as land lease, GNA etc., permit. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD 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 years.
- 19.3 The PBG as per Clause 18 above shall be submitted by the HPD prior to signing of PPA. Before signing of PPA between CESC and the HPDs, CESC will verify the shareholding of the Project Company/HPD along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the HPDs are false/misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 19.4 Successful bidders will have to submit the required documents for PPA signing to CESC 30 days prior to the date of signing of the 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 HPD, the date as specified by CESC shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.
- 19.5 CESC will be obliged to buy the entire power as per generation schedule, to be provided by the HPDs subject to limitations as per the PPA, required under Grid Code regulations. However, the HPDs are required to operate within a minimum and maximum annual CUF as stipulated in Clause 8.1.
- 19.6 The HPDs will be free to repower their plants 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.
- 19.7 In addition to the above, subsequent to signing of PPA, the HPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-C of the RfS or any format as provided subsequent to signing of PPA.
- 19.8 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 HPD (if sought by HPD) 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 calendar days.

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

- 20.1      The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/extended SCSD. (For e.g. if SCSD of the Project is 25.11.2027, then scheduled Financial Closure date shall be 25.05.2027).
- 20.2      At the stage of Financial Closure, the HPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the HPD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The HPD shall also submit details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the Project.
- 20.3      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 shall remove the Project from the list of the selected Projects., An extension can however be considered, on the sole request of HPD, on advance payment of extension charges of INR 1,000/- per day per MW (of Contracted Capacity + Applicable GST). This extension will not have an impact on the obligation of HPD to commence supply of power by the SCSD of the Project. Subsequent to the completion of deadline for achieving Financial Closure, CESC shall issue notices to the HPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective HPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/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 days-CESC shall encash the PBG/POI of the corresponding HPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the HPDs 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 HPD and informed to CESC in writing. In case of the HPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the HPD 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 @ one-year SBI MCLR rate/annum on pro-rata basis. Any extension charges paid so, shall be returned to the HPD(s) without any interest and GST mount on achievement of successful commencement of power supply within the SCSD, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.
- 20.4      The HPD will have to submit the required documents to CESC at least 14 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.

## **21      Shareholding by Project Promoter**

- 21.1      The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the HPD shall provide

information about its promoter and their shareholding in the Company before signing of PPA with CESC.

- 21.2 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 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.

- 21.3 In case of the Successful Bidder itself executing the PPA, it shall ensure that its Promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 01 (one) year after the SCSD, except with the prior approval of CESC.

- 21.4 In case the Successful Bidder is itself executing the PPA and in case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under Joint Control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after SCSD.

- 21.5 In case of Project being executed through SPVs, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the 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% at any time prior to 01 (one) year after SCSD, except with the prior approval of CESC. Further, the successful bidder shall ensure that its Promoters shall not cede control of the bidding company till 1 (one) year from the SCSD, except with the prior approval of CESC.

- 21.6 Any change in the shareholding in the SPV/Project Company after the expiry of 01 year after SCSD can be undertaken after intimation to CESC.
- 21.7 In the event of change in shareholding/ substitution of Promoters triggered by the financial institution leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +applicable taxes per transaction as Facilitation Fee (nonrefundable) shall be deposited by the Bidder to CESC.

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

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

- (i) Covering Letter as per Format 7.1.
- (ii) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 7.2.

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

- (iii) Bank Guarantee/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 regarding no wilful default and no major litigation pending 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 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/ Wind /Wind-Solar Hybrid Power plant development.
    - In case, there is no mention of the above provisions in the MoA/AoA of the Bidding company, / any member of the bidding consortium, at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.
    - If the Selected Bidder wishes to execute the Project through a Special Purpose Vehicle (SPV), the MoA/AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/Energy/Renewable Energy/Solar/Wind /Wind-Solar Hybrid Power plant development has to be submitted prior to signing of PPA.
  - b) Certificate of Incorporation of Bidding Company/all member companies of Bidding Consortium.
  - c) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. CESC reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy

themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

- d) Certified copies of annual audited accounts or provisional accounts certified by a practicing Chartered Accountant for the financial year, 2024-2025, or provisional annual accounts as on the day at least 7 (seven) days prior to the bid submission deadline duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable).
- e) 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).

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

- 23.1 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.
- 23.2 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 the Clause 19 of the RfS.
- 23.3 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.
- 23.4 If the event specified at Clause 23.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 23.5 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 15.4 of the RfS.
- 23.6 All documents of the response to RfS (including RfS and subsequent Amendments/Clarifications/Addenda and PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

- 23.7 The response to RfS shall be submitted as mentioned in Clause 22 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.
- 23.8 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.
- 23.9 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.
- 23.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 23.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by CESC.
- 23.12 Response to RfS not submitted in the specified formats will be liable for rejection by CESC.
- 23.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 23.14 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.
- 23.15 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 HPD and CESC. Subject to the above, only Courts at Kolkata shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 23.16 All the financial transactions to be made with CESC including delay charges and any additional charges (if required), shall attract GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

## **24 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”:

- 24.1 Non-submission of the requisite Cost of RfS and/or Bid Processing Fee as mentioned in the Bid Information Sheet.
- 24.2 Response to RfS not received by the due date and time of bid submission.
- 24.3 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.
- 24.4 Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- 24.5 Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.
- 24.6 Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- 24.7 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.
- 24.8 Non-submission or partial submission of EMD in acceptable form along with response to RfS.
- 24.9 Response to RfS (offline as well as online) not received by the due date and time of Bid submission.
- 24.10 Non-submission of the original documents by due date and time of Bid submission.
- 24.11 Conditional bids shall be summarily rejected.

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

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

### **25.1 Documents to be Submitted Offline (in Original)**

The Bidder has to submit original of following documents offline.

- a) Bank Guarantee/Payment of 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/Payment of Order Instrument 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 until by the last date of the Bid submission.

For e.g., if the Bid submission deadline is 18:00 hrs on 22.01.2026, the above deadline will expire at 18:00 hrs on 22.01.2026.

**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:

<b>Selection of Hybrid Power Developers for Setting up of 600 MW ISTS Connected Wind-Solar Hybrid Power Projects in India as per requirement through tariff-based Competitive Bidding</b>	
<i>Cumulative Capacity of the projects applied for</i>	_____MW
<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)</i>  <i>(Name of the Authorized Signatory)</i>  <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<i>&lt;Details of the Contact Person with full address for bid submission&gt;</i>

## 25.2 **Documents to be Submitted Online**

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI against EMD for requisite amount offline by the last date of bid submission, then the same shall be treated as incomplete bid, cost of RfS and 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.bharatelectronicstender.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 22 of the RfS.
- (b) All attachments elaborated in Clause 22 of the RfS, under the subclause 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 the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.**

Submission of Pass-phrases: In line with Clause 23.8, and Annexure-B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' 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):

- (i) Covering letter as per Format - 7.10 of the RfS
- (ii) Preliminary Estimate of Cost of Wind-Solar Hybrid Power 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) In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- d) In case the Bidder submits the online documents on ISN-ETS within the Bid submission deadlines and fails to submit pass phrase in the ETS-Portal or 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 Bidder. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- e) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e., the Bidder does not submit any of the online or offline bid documents to CESC), the respective amounts paid to CESC will be refunded without any interest payment, to the respective Bidder.

**26 Notice Board for Display**

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

\_\_\_\_\_ **MW ISTS-Connected Wind-Solar Hybrid Power Project(s) Owned and operated by ----- (insert name of the HPD)**

**[Under RfS for Selection of Hybrid Power Developers for Setting up of 600 MW ISTS-Connected Wind-Solar Hybrid Power Projects in India under Tariff-based Competitive Bidding by CESC Limited]**

**Village ....., Tehsil....., District....., State.....**

## **27      Validity of the Response to RfS**

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of 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 40.5.3 of the RfS.

## **28      Bid Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. 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.

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

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

29.2 CESC will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and 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 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

29.3 A Pre-Bid Meeting shall be held on-line as mentioned in the Bid Information Sheet.

## **30      Right 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 processing fee (excluding GST, if amount credited to CESC’s account), without any interests, 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.

## **31      Post Award Compliances**

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of HPD. CESC shall not be liable for issuing any intimations/ reminders

to HPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with HPD 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 HPD.

### **32 Point of Contact in CESC**

Following officers/departments are to be contacted by the Bidders/HPDs 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, Deputy General Manager	9748740796 Email: <a href="mailto:ranajit.bhattacharya@rpsg.in">ranajit.bhattacharya@rpsg.in</a>
Mr Soumya Sarkar, Manager	9874938400 Email: <a href="mailto:soumya.sarkar@rpsg.in">soumya.sarkar@rpsg.in</a>
Mr Arnab Sengupta Deputy Manager	6291317636 Email: <a href="mailto:arnab.sengupta@rpsg.in">arnab.sengupta@rpsg.in</a>

## **SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS**

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

### **33 General Eligibility Criteria**

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

33.1 The Bidder shall be a Company as defined.

33.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to have either (i) 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 (as per the Consortium Agreement submitted at the time of bid submission) unchanged, or (ii) utilize an already registered company with the shareholding of this company being identical to the shareholding as per the Consortium Agreement submitted at the time of bid submission. . For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

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

In case the foreign company participating as a member of consortium, Clause 33.7 of the RfS shall be applicable.

33.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD Dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority (as defined in the OM as referred above).
- (ii) Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent authority under the referred OM.
- (iii) “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the

descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

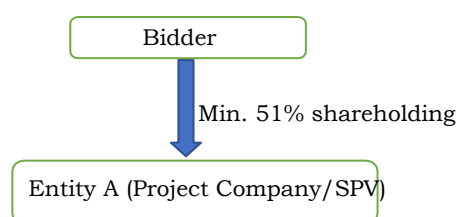
- (iv) “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
    - a) An entity incorporated, established or registered in such a country; or
    - b) A subsidiary of an entity incorporated, established or registered in such a country; or
    - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - d) An entity whose beneficial owner is situated in such a country; or
    - e) An Indian (or other) agent of such an entity; or
    - f) A natural person who is a citizen of such a country; or
    - g) A consortium where any member of the consortium falls under any of the above.
  - (v) “Beneficial owner” for the purposes of Clause 33.4 (iv) d) above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
  - (vi) In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 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.
- 33.5 Proprietorships, Partnerships, Trusts, NGOs, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as a part of a Consortium.
- 33.6 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% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.
- 33.7 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

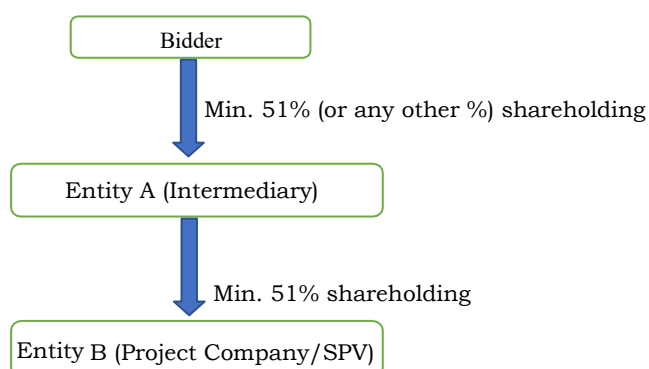
33.8 As on the Bid submission date, the Bidder, or any of its Affiliates, should not be a wilful defaulter to any lender. Further, as on bid submission deadline, the Bidder and any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per Format 7.7 of RfS.

33.9 For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 33.3 and 33.6 above should be 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.

### 34 **Technical Eligibility Criteria**

34.1 Under the provisions of 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 Project. 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.

- 34.2 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Approved List of Models and Manufacturers (Wind) issued by MNRE as updated until the SCSD of the Project will be allowed for deployment under the RfS.
- 34.3 The HPD shall strictly comply with the detailed technical parameters for Solar PV Component of a Project, as provided in Annexure-A of this document. Further, the provisions as contained in the O.M. dated 10.03.2021 and O.M. dated 09.12.2024 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 Projects under this RfS should have been included in the List-I and List-II under the above Order, valid as on the date of invoicing of such modules.
- 34.4 The Wind Power Projects will be developed as per the Guidelines issued by the Government for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.
- 34.5 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 22 of RfS. The undertaking shall be submitted as per enclosed Format 7.9.
- 34.6 The Projects shall also comply with the criteria for power supply as detailed in Clause 8 of the RfS.
- 34.7 The HPD shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Dispatch Centre from time to time.
- 34.8 The HPD shall comply with applicable cybersecurity regulations, directives, and guidelines issued by the Central Government Authorities dealing with cybersecurity.

## 35 Financial Eligibility Criteria

### 35.1 Net-Worth

- a) The Net Worth of the Bidder should be equal to or greater than the amount calculated as per the following formula, based on the Installed Capacity break-up quoted by the Bidder:

$$\text{Minimum Net-Worth requirement} = [(\text{Rs. } 94,20,000 \times \text{Rated Installed Capacity of Solar PV component (MW)}) + (\text{Rs. } 1,29,80,000 \times \text{Rated Installed Capacity of Wind Power component (MW)})]$$

The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline

- b) 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.
- c) 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.
- d) **Note:** In case of revision in Installed Capacity prior to signing of PPA as per provisions of the RfS, resulting in an increase in the Installed Capacity being committed by the HPD, the HPD will be required demonstrate the revised Net-Worth requirements based on the revised Installed Capacity.

35.2 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:

- a) A minimum annual turnover of the Bidder or its Affiliates or Parent/ Ultimate Parent **INR 90,20,200 per MW** (Indian Rupees Ninety Lakhs Twenty Thousand and Two Hundred/MW) of the quoted capacity during the previous financial year, 2024-25 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of **INR 18,04,000/MW** (Indian Rupees Eighteen Lakhs Four Thousand/MW) of the quoted capacity, as on the last date of previous financial year, 2024-25, or as on the day at least 7 days prior to the bid submission deadline. .

- 35.3 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 35.1 and 35.2 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.
- 35.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.
- 35.5 A Company/Consortium would be required to submit annual audited accounts or provisional accounts certified by a practicing Chartered Accountant for the last financial year, 2024-25 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 certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment 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.

- 35.6 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.

- 35.7 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 (date of closing of the accounts for the respective financial year) and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 35.5 above.
- 35.8 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**

### **36 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.

### **37 Techno-Commercial Evaluation of Bidders (Step 1)**

- 37.1 The first envelope (Techno-commercial Bid) of only those Bidder will be opened by CESC whose required documents as mentioned at Clause 25 of the RfS are received by CESC. Bid opening will be done only after the deadline for submission of Bank Guarantee.
- 37.2 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.
- 37.3 Subject to Clause 24 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 07 (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.
- 37.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

### **38 Financial Bid Evaluation (Step 2)**

- 38.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “First Round Tariff”, quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted Bidders shall be invited for the Reverse Auction.
- 38.2 Second Envelope (containing First Round Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified as per the RfS.
- 38.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit only a single bid (single application) quoting a single “First Round 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).

- 38.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders. It is clarified that irrespective of the Installed Capacities quoted by the Bidders, shortlisting and award of capacities under the RfS will be carried out based on the cumulative Contracted Capacities quoted by them.
- 38.5 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.
- 38.6 If the First Round Tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/standing in the order.
- 38.7 All Bidders with same tariff shall be eligible for reverse auction round as mentioned in Clause 39. of the RfS.
- 38.8 Ranking of bidders after Financial bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

<b>Bidder</b>	<b>Submitted Financial Bid (Tariff in ₹/ kWh)</b>	<b>Ranking</b>
B1	₹ 3.10	<i>L1</i>
B2	₹ 3.20	<i>L2</i>
B3	₹ 3.30	<i>L3</i>
B4	₹ 3.30	<i>L3</i>
B5	₹ 3.43	<i>L4</i>
B6	₹ 3.60	<i>L5</i>
B7	₹ 3.65	<i>L6</i>

### **39      Reverse Auction (Step 3)**

- 39.1 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-B of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-B of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.
- 39.2 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.
- 39.3 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 e-Reverse Auction. Further, at least two hours before the scheduled start time of e-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 39.2 above.
- 39.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.
- (i) During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
  - (ii) The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.
  - (iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
  - (iv) During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
  - (v) In the bidder's bidding window, the following information can be viewed by the bidder:
    - a) Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
    - b) The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

- (vi) The initial auction period will be of 1 (one) hour with a provision of auto extension by 10 (ten) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
- a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 40, 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 40, if the auction is closed at that instant.
  - c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

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

#### **40 Selection of Successful Bidders**

- 40.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Orange" zones as per Clause 39.4(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.
- 40.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following condition:

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 at a tie, then the ranking among these Bidders shall be done as follows:

- a) 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.
  - b) Step 2: Ranking will be done based on draw of lots.
- 40.3 Illustration: Following example provides a possible illustration of the above methodology:
- (i) L1 tariff discovered after e-RA: Rs. 3.50/kWh
  - (ii) The range (L1+2% of L1): Rs. 3.57/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	100	100	NA	3.50	L1
L2	100	200	NA	3.51	L2
L2	100	300	16:00:01	3.51	L2
L3	200	500	16:00:02	3.51	L3
L4	100	600	NA	3.54	L4
L5	100	700	NA	3.58	---

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.

- 40.4 In case the partial capacity offered to the last Successful Bidder as per Clause 40.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity 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 days of completion of e-RA and not later than 7 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 40.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding requisitioned capacity. 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.

#### 40.5 **Issuance of LoAs**

- 40.5.1 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.

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

40.5.3 The signing of the PPA should be completed within 30 (thirty) days from the issuance of the LoA. This period may be extended up to 12 months from the LoA date by CESC, beyond which the LoA will be cancelled and the EMD submitted by such Bidder shall be returned by CESC.

## **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 is controlled by, or 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 Wind-Solar Hybrid Power Project(s), as proposed by the bidder.
- 41.8     **“BUYING ENTITY”** shall mean CESC Limited that requires Wind-Solar Hybrid Power to fulfil its RPO / RCO under respective RPO / RCO regulations of WBERC.
- 41.9     **“CAPACITY UTILIZATION FACTOR or CUF”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 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(s). In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point(s) for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$ . It may be noted that in the illustration, the capacity ‘Y’ MW shall refer to the Contracted Capacity in terms of the PPA.

- 41.10 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.
- 41.11 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 41.12 **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with CESC for supply of power by the HPD to CESC at the Delivery Point from the Project, based on which the PPA is executed with CESC.
- 41.13 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31<sup>st</sup> March and thereafter each period of 12 months beginning on 1<sup>st</sup> April and ending on 31<sup>st</sup> March provided that:
- (i) in the financial year in which the 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 31<sup>st</sup> March, and thereafter each period of 12 (Twelve) Months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March, and
  - (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.
- 41.14 **“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.
- 41.15 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
- 41.16 **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
- 41.17 **“DAY”** shall mean calendar day.
- 41.18 **“EFFECTIVE DATE”** shall be as per Clause 19 of the RfS.
- 41.19 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- 41.20 **“FINANCIAL CLOSURE”** or **“PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the HPD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
- 41.21 **“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.

41.22 **“GUIDELINES”** shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects” issued by Ministry of Power vide Gazette Resolution dated 21.08.2023, including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this RfS.

41.23 **“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.

41.24 **“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.

41.25 **“INTER-CONNECTION POINT/DELIVERY/METERING POINT/INJECTION POINT”** shall mean a single point or multiple points at 220 kV or above, where the power from the Project(s) is injected into the identified ISTS substation (including the dedicated transmission line connecting the Projects/ individual components with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power will be injected into. For interconnection with grid and metering, the HPDs 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;

- 41.26 **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;
- 41.27 **“InSTS”** means Intra-State Transmission System.
- 41.28 **“ISTS”** means Inter-State Transmission System.
- 41.29 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid-up share capital).
- 41.30 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;
- 41.31 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by CESC Limited to the selected Bidder for award of the Project.
- 41.32 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 41.33 **“LLC”** shall mean Limited Liability Company.
- 41.34 **“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.
- 41.35 **“MONTH”** shall mean calendar month.
- 41.36 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
- 41.37 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 41.38 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid-up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- 41.39 **“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 HPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV and 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 Hybrid Power Projects up to the pooling substation shall be at 33 kV or 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.
- 41.40 **“PGCIL”** or **“POWERGRID”** shall mean Powergrid Corporation of India Limited.

- 41.41 **“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.
- 41.42 **“PROJECT”** or **“HYBRID POWER PROJECT”** or **“POWER PROJECT”** shall mean the Wind Power Project and Solar PV Project, with rated power capacities in the ratio of at least 2:1 respectively, provided the Project is a Hybrid Project under the Guidelines, having a single/multiple point(s) of injection into the grid at Interconnection/Delivery/Metering/Injection Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having control systems and metering. The Project shall include all units/modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery 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.
- 41.43 **“PROJECT CAPACITY”** shall mean the rated capacity of the installed Project components, i.e. Solar PV and Wind Power components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the HPD under the GNA Regulations. The quantum of Installed Capacity (in MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity;
- 41.44 **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“HYBRID POWER DEVELOPER (HPD)”** or **“WIND-SOLAR HYBRID POWER DEVELOPER”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Contracted 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 and supplying power under the PPA.
- 41.45 **“PROJECT LOCATION”** shall mean the area identified by the HPD, 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.
- 41.46 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- 41.47 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by CESC including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof.
- 41.48 **“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.
- 41.49 **“SUB-POOLING SUBSTATION”** shall mean the intermediate pooling point where power from the Solar and Wind Project components of the Hybrid Power Project is

injected into and from where the hybrid power is evacuated through a single transmission line and injected into the Interconnection Point.

- 41.50 **“SCHEDULED COMMENCEMENT OF SUPPLY DATE”** or **“SCSD”** shall be the date as indicated in Clause 9 of the RfS.
- 41.51 **“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 RFS & PPA to CESC.
- 41.52 **“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.
- 41.53 **“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.
- 41.54 **“TOE”** shall mean Tender Opening Event.
- 41.55 **“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.
- 41.56 **“WEEK”** shall mean calendar week;
- 41.57 **“WIND POWER PROJECT”** or **“WIND POWER GENERATING SYSTEM/STATION”** means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

## **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**

(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  
CESC Limited

<Address for submission of Bid>

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 also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 300 MW, including this response to RfS.

We are submitting application for the development of following Project(s): -

Project No.	Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF	Project Preference <sup>*</sup>
	<p>_____ MW</p> <p>(Solar-_____ MW, Wind _____ MW)</p> <p>(Solar-_____ Annual MUs, Wind _____ Annual MUs)</p>				

*(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] and 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 the Project shall be commissioned within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD):- *(Please read Clause 15 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] and valid up to \_\_\_\_ in terms of Clause No. 15 of this RfS. The total capacity of the Hybrid Power Project 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(s) get 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. 18 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 have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. 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).*
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% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
7. 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 previous 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.
8. Familiarity with Relevant Indian Laws & Regulations: -  
  
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
9. 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.
10. 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.

11. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. 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.
13. 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.
14. 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 upto the date as on 12 months from the last date of submission of response to RfS]. We confirm that in the event of issuance of LoA under the RfS, the tariff indicated in the LoA shall be valid until the signing of PPA, pursuant to Clause 40.5.3 of the 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, II and III of the Covering Letter.

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.

## Appendix – I to Covering Letter

Contracted Capacity Offered: \_\_\_\_\_ MW

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

### **Tentative Average Hourly Profile [Solar/Wind] (in MUs)**

Note: It is clarified that individual profile for wind and solar in MW and MUs are to be provided.

<b>Hourly Time Blocks</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
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Hourly Time Blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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**Appendix – II to Covering Letter**

Contracted Capacity Offered: \_\_\_\_\_ MW

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

**Tentative Average Hourly Profile [Solar/Wind] (in MWs)**

<b>Hourly Time Blocks</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
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Hourly Time Blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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## Appendix – III to Covering Letter

### Energy Committed by HPD in terms of Clause 4.4.1 of the PPA

<b>Name of HPD</b>	<b>Particulars</b>	<b>Capacity (MW)</b>	<b>Declared (MUs) at Delivery Point</b>	<b>Min (-10%) of Declared MUs at Delivery Point yearly</b>	<b>Max (+20%) of Declared MUs at Delivery Point yearly</b>
[insert]	Wind-Solar Hybrid Project	[insert Contracted Capacity]	[insert]	[insert]	[insert]
	Solar Project	[insert Rated Capacity]	[insert]	[insert]	[insert]
	Wind Project	[insert Rated Capacity]	[insert]	[insert]	[insert]

**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. .... (herein after RfS)

We hereby further 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.

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

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

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

M/s.....

\_\_\_\_\_ (Signature of person authorized by the board)

(Name Designation Place: Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place:

Date:

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT**  
**(EMD)**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of Hybrid Power Developers for Setting up of 600 MW ISTS-Connected Wind-Solar Hybrid 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 Kolkata 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 on the basis of Rs. \_\_\_\_\_ Lakhs per MW of cumulative capacity proposed], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity in accordance with Clause No. 15 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. 15 of this RfS]. CESC shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause No. 15 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 abovementioned 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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to ICICI Bank IFSC ICIC0000106 and a confirmation in this regard is received by CESC.

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. 15 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 Selection of Hybrid Power Developers for Setting up of 600 MW ISTS-connected Hybrid Power projects in India under Tariff-based Competitive Bidding of the cumulative capacity of ..... MW [*Insert cumulative Contracted Capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by CESC (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 Kolkata 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 15 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 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/HPD, to make any claim against or any demand against the SPV/HPD or to give any notice to the SPV/HPD;
  - (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/HPD;
  - (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 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 Hybrid Power Developer' or 'HPD') submitting the response to RfS inter alia for \_\_\_\_\_ [Insert title of the RfS] of the capacity of \_\_\_\_\_ MW, at \_\_\_\_\_ [Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated \_\_\_\_\_ issued by 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 Hybrid Power Developer and issuing Letter of Award No. \_\_\_\_\_ to *(Insert Name of selected Hybrid Power Developer)* as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid 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 Kolkata 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 Hybrid 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 abovementioned 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 Hybrid 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 Hybrid Power Developer/ Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid 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 Hybrid Power Developer/ Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to ICICI Bank IFSC ICIC0000106 and a confirmation in this regard is received by CESC.

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. CESC shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS*].

Signature:

Name:

Power of Attorney No.:

For \_\_\_\_\_ [*Insert Name and Address of the Bank*]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_, 20

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

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

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 Selection of Hybrid Power Developers for Setting up of 600 MW ISTS-connected Hybrid Power projects in India under Tariff-based Competitive Bidding of the cumulative capacity of ..... MW [Insert cumulative Contracted Capacity proposed] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by CESC (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 Kolkata 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 15 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 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/HPD, to make any claim against or any demand against the SPV/HPD or to give any notice to the SPV/HPD;
  - (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/HPD;
  - (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. CESC shall be entitled to invoke this POI till \_\_\_\_\_ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS].

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**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD/COMMITTEE OF DIRECTORS OF..... AT ITS MEETING HELD ON.....

---

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:

**RESOLVED THAT** the Board do hereby approves in the participation of the Bid for setting up of 600 MW ISTS-connected Wind-Solar Hybrid Power Projects in India through Tariff-Based Competitive Bidding vide RfS.No..... as per the Bid document placed before the Board and initialled by the Company Secretary/Director for the purposes of identification;

**RESOLVED FURTHER THAT** Mr./ Ms. \_\_\_\_\_, be and is hereby severally authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to Bid as above, including signing and submission of all documents, agreements, papers and providing information/response to RfS to CESC Limited (CESC), represent in all matters before CESC, and generally dealing with the said Bid. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*

**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 in the Project and Mr./ Ms. \_\_\_\_\_, be and are hereby severally authorized to determine the nature and quantity of investment as may be required for the Project under RfS. *(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%) (not required in case of the bidder is a sole bidder);

**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]

**RESOLVED FURTHER THAT** any Director or the Company Secretary be and is hereby authorised to issue the certified copy of the Resolution to CESC or to such authority as may be required from time to time.”

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

**Notes:**

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

**FORMAT FOR CONSORTIUM AGREEMENT**

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

THIS Consortium Agreement (“Agreement”) executed on this Day of \_\_\_\_\_ Two Thousand between M/s \_\_\_\_\_ [Insert name of Lead Member] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by CESC Limited a Company incorporated under the Companies Act, 2013, and having its Registered Office at \_\_\_\_\_.

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:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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 presents 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:

<p>1) Signature</p> <p>Name:</p> <p>Address:</p>	<p>2) Signature</p> <p>Name:</p> <p>Address:</p>
--	--

For M/s \_\_\_\_\_ [Member 2]

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

Witnesses:

<p>1) Signature -----</p> <p>Name:</p> <p>Address:</p>	<p>2) Signature -----</p> <p>Name:</p> <p>Address:</p>
--	--

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

&lt;Contact person of CESC and address for bid submission&gt;

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, i.e., 2024-25 or as on the date at least 7 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 35.1 of the RfS.

**Exhibit (i): Applicable in case of Bidding Company**

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

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

<b>Total</b>			

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

### **Exhibit (ii): Applicable in case of Bidding Consortium**

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

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

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

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

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

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, i.e., 2024-25 or as on the day at least 7 days prior to the bid submission deadline

(choose one). (Strike out if not applicable)

### Exhibit (i): Applicable in case of Bidding Company

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

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

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

### Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

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

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

---					
Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RfS, by demonstrating a PBDIT of INR \_\_\_\_\_ (in words) as on the end of Financial Year, i.e., 2024-25 or as on the day at least 7 days prior to the bid submission deadline.

(Strike out if not applicable)

#### **Exhibit (i): Applicable in case of Bidding Company**

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

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

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

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

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

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

(Signature & Name of the Authorized Signatory)      (Signature and Stamp of CA)

Membership No.

Regn. No. of the CA’s Firm:

Date:

Note:

- i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth and Annual Turnover/ PBDIT (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 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) or any of its Affiliates 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

<Contact Person Name and address for bid submission>

**Sub:** Response to RfS No. \_\_\_\_dated for \_.

Dear Sir/ Madam,

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

We further declare and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013.

We further declare that the above statement is true & correct. 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 have read the provisions of Clause 33.4 of the RfS and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance

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

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

We further understand that the List-I and List-II (Solar PV Modules and Cells) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10<sup>th</sup> March, 2021 and 9<sup>th</sup> December 2024, 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 and List-II 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

<Contact Person Name and address for bid submission>

Sub: Response to RfS No ..... dated for the tender for .....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. F 7/10/2021-PPD dated 23rd February 2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

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

Thanking you,

We remain,

Yours faithfully,

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(s) of Project Components
- 3 Contracted Capacity proposed \_\_\_\_\_ MW
- 4 Number of Projects
- 5 Brief about the Wind-Solar Hybrid Configuration breakup (Installed capacity)
  - a) Capacity of Wind Power Generating Component \_\_\_\_\_ MW
  - iii) Capacity of Solar PV Power Generating Component \_\_\_\_\_ MW
- 6 Brief about the proposed Technology

Solar Crystalline Silicon Solar Cells and Modules

Concentrated PV Modules

Thin Film Modules

Any Other Technology

Wind Wind Turbine(s) Models from ALMM

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

Thanking you,

We remain,

Yours faithfully,

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

**FORMAT FOR SUBMISSION OF FINANCIAL BID**

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

of Consortium)

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

CESC

\_\_\_\_\_

\_\_\_\_\_

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.

**PRELIMINARY ESTIMATE OF COST OF HYBRID 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 HPD's claims against Change in Law or any other provisions of the PPA)

Project Capacity (Solar): .....MW

Location (Solar): .....

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)			
9.	<b>Total Project Cost</b>			

Project Capacity (Wind): .....MW

Location (Wind): .....

S. No.	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes (in %)	Estimated Total Cost (in Lakh INR) (in figures)
1.	Nacelle			
2.	Hub			
3.	Blade			
4.	Power Conditioning Units			
5.	Hardware + Cable			
6.	Tower			
7.	Tower Logistics			
8.	Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System			
9.	Power Evacuation Arrangement up to Inter-Connection Point (Cables and Transformers)			
10.	Land Acquisition			
11.	Civil and General Works			
12.	Preliminary and Pre-Operative Expenses including IDC and Contingency			
13.	Consultancy Charges			
14.	Others (Please specify)			
15.	<b>Total Project Cost</b>			

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

Thanking you,

We remain,

Yours faithfully,

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

## **Annexure - A**

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

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

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

#### **1. SPV Modules**

1.1 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

1.2 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 plant must conform to the latest edition of IEC/ equivalent Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electro-magnetic 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 Centers

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

### 5. Warranty

PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

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

### 6. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)

- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 25°C)
- 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 from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

#### 9. Capacity of Solar PV Projects

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

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

- ii Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is allowed.
- iii For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.
- iv Provisions of Article 4.6.1 of the PPA with HPD shall apply for the capacity not commissioned by the SCSD.
- v If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

**Special instructions to Bidders for e-Tendering [ie Electronic Bidding Instructions (EBI)]**

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 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *CESC Limited* has decided to use the portal <https://www.bharat-electronictender.com> through ISN Electronic Tender Services Private Limited (referred as ISN-ETS). This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

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

**Instructions**

**Tender Bidding Methodology:**

**Sealed Bid System**

- *Single Stage Two Envelope*

**Auction**

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

**Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on 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 an 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
  - Query to *CESC Limited* (Optional)
  - View response to queries posted by *CESC Limited*
8. Bid-Submission on ETS
9. Post-TOE Clarification on ETS (Optional)
  - Respond to *CESC Limited* Post-TOE queries
10. Participate in e-Reverse Auction on ETS

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>].

**Note:** In specific tenders, typically floated by a Buyer Organization/ Auctioneer registered outside India, DCs other than those under the jurisdiction of CCA of India may also be allowed. The Bidder is advised to check from the RFP and/ or the concerned Buyer Organization/ Auctioneer.

### **Registration**

To use the Electronic Tender<sup>®</sup> 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, and special instruction given in the RFP in this regard. Pay Annual Registration Fee as applicable.

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

**Important Note:** 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/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072</i> <i>[Between 9:00 am to 6:00 pm IST on all working days]</i>
E-mail ID	<u><a href="mailto:support@isn-ets.com">support@isn-ets.com</a></u> <i>[Please mark CC: support@electronicstender.com]</i>

### **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:

- Online Payment of Applicable ETS Bidding-Fee (if applicable)  
*Note: Failure to pay this amount will result in rejection of the bid.*
- Submission of Bid-Parts/ Envelopes
  - *Technical-Part*
  - *Financial-Part*
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum

### **Offline Submissions:**

*The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.*

*Contact Persons Name*

*Address*

*The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).*

1. *Original copy of the Bid Security in the form of a Bank Guarantee.*
2. *Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
3. *DD/ Bankers cheque of Rs ..... drawn in favour of ....., Buyer organization Name, Kolkata, payable at Kolkata against payment of tender fee/ Cost of Tender Documents*

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

### **Special Note on Security and Transparency of Bids**

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

As part of the ElectronicEncrypter<sup>®</sup> functionality, the contents of both the 'ElectronicForms<sup>®</sup>' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg 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 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. This is an additional reason why a Bidder using ETS need not take the risk of trying to submit his bid near the 'Last Date and Time of Receipt of Bids', and can comfortably do so well in advance.

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 corresponding deadline of Bid Submission, and before the commencement of the Online TOE. 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 the *CESC Limited*.

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.

### **Some Bidding related Information for this Tender (e-Reverse Auction)**

e-Reverse Auction would be conducted after the opening of the Prequalification/ Financial-Part.

The following would be parameters for e-Reverse Auction:

S#	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 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.2	Automatic extension Time-Duration	10 Minutes
3.2	Maximum number of Auto-Extension	Unlimited Extension
4	Criteria of Bid-Acceptance	A bidder can go on 'Decreasing' his own bid value without taking into cognizance the Starting Price' or 'Rank-1' bid
5	Entity – Start-Price	Tariff quoted by the bidders in financial bid(Second Envelope)
6	Minimum Bid-Decrement	INR 0.01

### Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electrontender.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 first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

**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 (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bids'). 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. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event 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)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you 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 DO'S 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 (ie 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. Pay the ETS Bidding-Fee for e-Reverse Auction well in advance of the start of e-Reverse Auction Bidding Event.

**Note:** To participate in e-Reverse Auction, the ETS Bidding-Fee for e-Reverse Auction should be paid before the 'Date and Time of Start of Reverse-Auction'. In case ETS Bidding-Fee for e-Reverse Auction is sent offline to the Auctioneer or ETS Service Provider, it is important for the bidder to ensure that the Auctioneer/ ETS Service Provider has received the ETS Bidding-Fee for e-Reverse Auction and also entered the related details in ETS. When the Auctioneer/ ETS Service Provider enters the details, the bidder should receive an e-mail acknowledgement. If ETS Bidding-Fee for e-Reverse Auction status of the bidder is not updated as outlined above, the bidder would not be able to participate in the Auction.

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 (On some ETS screens, this is also referred to as 'Date and Time of Closure of Reverse-Auction', or Forward-Auction, as the case may be). End Users shall be solely responsible for ensuring timely submission of their respective bids

such that the bids are successfully received in ETS as stated above. 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. When a bid is successfully 'received and validated', it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

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

### **Minimum Requirements at Bidder's End**

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode

Digital Certificate(s)

### **Vendors Training Program**

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional.

In case, any bidder is interested, he may send a request to [support@isn-ets.com](mailto:support@isn-ets.com)

Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.

Vendors Training Charges (Per Participant)	Rs. 5,000/- (plus GST @ 18.00 %)
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## **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 MNRE 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 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 - B of the RfS document.
  - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/rectify the problems to avoid last minute hitches.

- i) 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-electronictender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

### **BUSINESS RULES OF REVERSE AUCTION**

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

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.

**FORMAT FOR PROJECT PROGRESS STATUS OF ISTS-CONNECTED WIND-  
SOLAR HYBRID POWER PROJECTS**

S. No .	Description	Reviewed on ____ (if applicable)	Present status	Rem arks
		M/s (Project ID & Contracted Capacity)  Effective Date of PPA: ____ Original/ Revised Scheduled Commencement of Supply date:  Actual Commencement of Supply date(s) (with capacity): ____	M/s ____ (Project ____ ID & Contracted Capacity)  Effective Date of PPA: ____ Original/ Revised Scheduled Commencement of Supply date:  Actual Commencement of Supply date(s) (with capacity):	
1	Status of connectivity (Inter connection voltage level)			
	Connectivity start date			
	Bay installation status			
2	Land Arrangement status with Acquisition details			
	Identification (Yes/No)			
	Location (Kindly provide the location co-ordinates)			
	Status of Ownership			
	Total area required for the Project (in acres)			
	Extent of land acquired (in acres) (%)			

	<b>Land procurement (Yes/No)</b>			
	<b>Land Conversion (Yes/No)</b>			
	<b>Land title (ownership/land lease allotment in the name of Developer) completed/partially completed, same shall be given in acres</b>			
	<b>Solar land- Location (Co-ordinates)</b>			
	<b>Wind land- Location (Co-ordinates)</b>			
<b>3</b>	<b>Status of financing arrangements</b>			
	<b>Equity tie-up</b>			
	<b>Financial closure status</b>			
	<b>Financial lender details</b>			
	<b>Status of Debt</b>			
	<b>Sanction/ Disbursement from Bank</b>			
	<b>Name of Bank</b>			
<b>4</b>	<b>Status of Clearances (if applicable)</b>			
	<b>MoD (land area in acres to be specified)</b>			
	<b>Forest (land area in acres to be specified)</b>			
	<b>Mining (land area in acres to be specified)</b>			

	<b>Local Body (land area in acres to be specified)</b>			
	<b>Any other clearances</b>			
<b>5</b>	<b>Status of Transmission line including distance and rating</b>			
	<b>Total distance of transmission line in km</b>			
	<b>Voltage Rating of transmission line</b>			
<b>6</b>	<b>Design status of Project</b>			
	<b>No. of Solar block along with capacity in MW</b>			
	<b>Inverter capacity in MW</b>			
	<b>Inverter transformer capacity in MVA</b>			
	<b>No. of WTGs along with capacity (height &amp; capacity)</b>			
<b>7</b>	<b>Design status of Substation</b>			
	<b>Voltage rating of Substation</b>			
	<b>No. of Bays planned Location of Substation (land Co-ordinates)</b>			
<b>8</b>	<b>Design status of Transmission line towers and No. of Towers foundations expected</b>			
	<b>Tower schedule status</b>			
	<b>No. of towers expected (In Nos.)</b>			
<b>9</b>	<b>Supply Status</b>			

	<b>PO status of MMS, Modules, Inverter, WTGs, Power transformer, Inverter transformer, transmission line tower stubs, structure)</b>			
	<b>Supply status of Modules to site (%)</b>			
	<b>Supply status of Inverter (%)</b>			
	<b>Supply status of WTGs (%)</b>			
	<b>Supply status of Power Transformer (%)</b>			
	<b>Supply status of Inverter Transformer (%)</b>			
	<b>Supply status of transmission line towers stubs (%)</b>			
	<b>Supply status of transmission line towers structure (%)</b>			
	<b>Overall status of supply (%)</b>			
<b>10</b>	<b>Civil work status</b>			
	<b>Solar- pile works status (No. of piles for the Project vs. completed status)</b>			
	<b>Wind-Foundation work status (No. of WTG's for the Project vs. completed status)</b>			
	<b>Substation-foundation work status (No. of equipment foundation for the substation vs. completed status)</b>			
	<b>Transmission line-Foundation work status (No. of tower foundation for the project vs. completed)</b>			

<b>11</b>	<b>Erection</b>			
	<b>Solar panels- Erected capacity</b>			
	<b>Wind turbine-Erected capacity</b>			
	<b>S/s Equipment erection status Transformer erection Equipment erection Pre-commissioning status</b>			
	<b>T/L-Tower erection in Nos.</b>			
	<b>T/L-Stringing in km</b>			
<b>12</b>	<b>Pre-commissioning Status</b>			

**UNDERTAKING**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Rs. 100/-)

I, \_\_\_\_\_ [Name of Authorized Signatory], S/o \_\_\_\_\_ [Father's Name], adult aged \_\_\_\_\_ [Age] years, Occupation \_\_\_\_\_ [Occupation], R/o \_\_\_\_\_ [Full Residential Address], do hereby solemnly affirm and state as under:

1. That I am \_\_\_\_\_ [Designation] of M/s \_\_\_\_\_ [Name of HPD], a company incorporated under the Companies Act, 2013, having its registered office at \_\_\_\_\_ [Registered Office Address], and have been appointed as the authorized signatory vide Board Resolution dated \_\_\_\_\_ [Date of Resolution].

2. That M/s \_\_\_\_\_ [Name of HPD] has executed a PPA with CESC, effective from \_\_\_\_\_ [Date], for setting up a \_\_\_\_\_ [Capacity in MW] Hybrid Power Project under RfS No. \_\_\_\_\_, dated \_\_\_\_\_, bearing Project ID \_\_\_\_\_.

3. That the Project is connected to the \_\_\_\_\_ S/s at \_\_\_\_\_ kV level, and the connectivity at the said S/s has not yet been operationalized. The HPD, at its own risk & cost, intends to commission the Project & commence power supply based on available Margin for power evacuation / T-GNA, without any financial Liability on CESC.

4. That the HPD gives unconditional consent to bear all applicable charges & losses for supply of power up to the Delivery Point (as defined in the PPA), inclusive but not limited to application /processing fees, O&M charges, & any other applicable costs.

5. That the HPD undertakes to indemnify CESC against any financial Implications, liabilities, or claims arising from the supply of power till the operationalization of connectivity.

6. That I, on behalf of the HPD, give unconditional acceptance to all the conditions stated above & agree to bear all consequences & implications thereof.

DEPONENT

(Signature of Authorized Signatory)

[Name of Authorized Signatory] Authorized Signatory

[Name of HPD] Date: \_\_\_\_\_

Place: \_\_\_\_\_

VERIFICATION

I, the above-named deponent, do hereby verify that the contents of the above affidavit/undertaking are true and correct to the best of my knowledge and belief. Nothing is false and nothing material has been concealed therefrom.

Verified at \_\_\_\_\_ [Place] on this \_\_\_\_ [Day] Day of \_\_\_\_\_, \_\_\_\_ [Month, Year].

(Signature of Authorized Signatory)

[Name of Authorized Signatory]

Authorized Signatory

[Name of HPD]

Attested before me:

(Signature & Seal of Notary Public/Magistrate)

Name: \_\_\_\_\_

Regn. No.: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTALLATION REPORT**

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

<u>S.No</u>	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)	
VIII.	Rating of PCUs / Inverters	
IX.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	

	PCUs / Inverters	
	Transformers	
	Capacity of the Project (MW)	
X.	Details of ESS component (Technology, make, rating of each unit,  number of units)	

**SYNCHRONIZATION DECLARATION****Ref. No.:****Date:**

This is to certify that the \_\_\_\_ MW Hybrid Power Project of M/s \_\_\_\_, located at Village \_\_\_\_ Tehsil/ Taluka \_\_\_\_, District \_\_\_\_, was successfully synchronized with the grid on \_\_\_\_ (Date in DD/MM/YYYY) at \_\_\_\_ Hrs.

**A. Details of Wind Component:**

The details of the Wind Turbine Generators (WTGs) installed at the site are as follows:

- Number of Machines: \_\_\_\_
- Rated Capacity per WTG: \_\_\_\_ MW

It is further certified that the project commenced power injection into the grid from the synchronized WTGs on \_\_\_\_ (Date in DD/MM/YYYY) at \_\_\_\_ Hrs.

The synchronization details are summarized below:

<b><u>S.no</u></b>	<b><u>WTG Location ID</u></b>	<b><u>WTG (As per TOC)</u></b>	<b><u>Rated Capacity of WTG (MW)</u></b>	<b><u>Location</u></b>	<b><u>33 kV Feeder No.</u></b>	<b><u>ate of Synchronization</u></b>

**B. Details of Solar Component:**

<b>Sl. No.</b>	<b>Block/ICR no:</b>	<b>Details of Inverter (rating and quantity)</b>	<b>Details of Solar PV Modules (rating and quantity)</b>
1			
2			

3			
4			

**C. Meter Details**

Particulars	Main Meter	Check Meter	Standbby Meter
Make & Sl.No.			
Substation & Voltage level where the meter is installed			
Bay No.			

\*Also include details of Sub-meters as per the PPA/RfS provisions (If applicable)

I hereby declare that the information provided above is true and correct. In case of any discrepancies, I shall be fully responsible and shall take necessary corrective actions as required.

For and on behalf of the HPD

Name and designation of Authorized Signatory

Signature with company seal Date