

Request for Selection (RfS)

Selection of Developers

for

Setting up of 150 MW ISTS-connected Wind-Solar Hybrid Power Projects anywhere in India through Tariff-Based Competitive Bidding

RfS No. ED(PM)/2022-23/456 dated 08.02.2023

Tender Search Code on ISN-ETS: CESC-2023-TN000001

CESC Limited

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DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of 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).
2. CESC Limited reserves the right to modify, amend or supplement this document including the draft PPA.
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.

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: 08/02/2023

Bid Information Sheet

(A)	Name of work/ brief scope of work/Job	Setting up of 150 MW (AC) ISTS-connected Wind-Solar Hybrid Power Projects anywhere in India for supply of power to CESC through Tariff-Based Competitive Bidding for a period of 25 years.
(B)	RfS No. & Date:	ED(PM)/2022-23/456 dated 08.02.2023
(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)	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	<ul style="list-style-type: none"> • Rs. 5 Lakh +18% GST for each project for project capacity upto 99 MW. • Rs. 15 Lakh + 18% GST for capacity more than 99 MW <p>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.</p> <p>Bank details of CESC for payment of Document fee/Cost of RfS Document/Bid Processing fee:</p>
(H)	Earnest Money Deposit (EMD)	Amount: INR 14,46,680/- 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 as per NIT on ISN-ETS portal and/or CESC website.
(K)	Offline & Online bid-submission deadline	As per NIT on ISN-ETS portal
(L)	techno- commercial bid opening	As per NIT on ISN-ETS portal
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.

(N)	Contact details of ISN-ETS Portal	M/s Electronic Tender.com (India) Pvt. Ltd. Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs. to 18:00 Hrs. on all working Days i.e., Monday to Friday except Govt. Holidays) Email: support@isn-ets.com	
(O)	Name, designation, address and other details (for submission of Response to RfS)		
(P)	Details of persons to be contacted in case of any assistance required	1. Sh. Soumya Sarkar E-mail: soumya.sakar@rpsg.in ; (M): 9874938400 2. Sh. Ranajit Bhattacharya ranajit.bhattacharya@rpsg.in (M): 9748740796	
(Q)	CESC Bank Details	Bank Name	ICICI Bank Limited
		Bank Address	20, R. N. Mukherjee Road Branch, Kolkata - 700 001
		Account Name	CESC Limited
		Account No.	000651000407
		IFSC Code	ICIC0000006

1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS depending upon Type of tender as mentioned at clause no.(D) of Bid Information Sheet.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its 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”) is India's first fully integrated electricity utility company since 1899, generating and distributing power in Kolkata, Howrah and adjoining areas.
- 1.2. MNRE issued “Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind-Solar Hybrid Projects” vide notification F.No.238/78/2017-Wind dated 14.10.2020 including subsequent amendments and clarifications thereto.
- 1.3. This RfS document has been prepared in line with the above Guidelines issued by MNRE, including subsequent amendments and clarifications.
- 1.4. 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 150 MW (AC). CESC shall enter into a Power Purchase Agreement (PPA) with the successful Bidders 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 PPA. The Rfs and standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.5. RfS provides for a transparent methodology for interstate sale of Wind Solar Hybrid power at a price determined through competitive bidding and e-reverse auction process. CESC shall enter into PPAs with the HPDs for a period of 25 years at the respective tariffs discovered after e-reverse auction and as per the terms of the RfS and PPA for the total capacity of 150MW.
- 1.6. Power from the Projects under this RfS will be utilized by CESC for meeting its RPO targets besides meeting a part of its own power demand.
- 1.7. The Bidders will be free to avail fiscal incentives such as 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/HPD shall be governed by the RfS Documents/Agreement signed between CESC and the HPD for the package.

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 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.

- 2.2. 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 and as indicated in the Bid Information Sheet.
- 2.3. Bidder shall submit bid proposal along with non-refundable RfS Document Fee, Bid Processing Fees complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and Earnest Money Deposit (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.**

- 2.4. RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc can be downloaded from the ISN-ETS Portal or from CESC 's website. It is mandatory to download official copy of the RfS Documents 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 ISNETS website. The same may also be uploaded on CESC website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.5. Already commissioned projects will not be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes or not have tied up capacity with other utilities. Enhancement of or adding extra capacity to already commissioned Projects, irrespective of their capacities, will not be considered as eligible Project under this tender.
- 2.6. CESC shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.
- 2.7. 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.
- 2.8. INTERPRETATIONS
- Words comprising the singular shall include the plural & vice versa.
 - An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
 - A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
 - Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
 - The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3. Scope of Work

- 3.1. Under this RfS, the Hybrid Power Developer (HPD) shall be required to set up ISTS-connected Wind-Solar Hybrid Power Projects with the primary objective of supplying Wind-Solar Hybrid Power to CESC to meet power demand & respective RPOs, as per the provisions of the RfS and PPA.
- 3.2. Identification of land, installation and ownership of the Project, along with obtaining connectivity, GNA/LTA, as applicable, 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 a total capacity of 150 MW will be carried out through e-bidding followed by e-Reverse Auction process.

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

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 150 MW, in the prescribed formats.

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

The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **150 MW**.

- 5.2. For each Project, the minimum Project capacity shall be 50 MW. The total capacity of wind-solar hybrid power projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 150 MW. The Project capacity(ies) quoted by the Bidder shall be in integral values.
- 5.3. The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.

5.4. Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6. Project Location

6.1. The selection of project location(s) shall be under the scope of Bidder/HPD at its own discretion, risk and cost. 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:

a) The term “Project” shall have the meaning as defined in Section-6 of the RfS and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

b) The Hybrid Power Projects are required to be designed for interconnection with ISTS transmission network. Following points are to be noted in this regard:

i) The minimum Project size of a single Hybrid Power Project shall be 50 MW to be interconnected at the Delivery Point.

ii) Under this RfS, a Hybrid Power Project shall mean a Project comprising two ‘components’ - One Solar and One Wind. The rated capacities of both the solar and wind components shall be minimum 33% of the total Contracted Capacity. It is further clarified that the criteria of a solar/wind component meeting minimum 33% of the Contracted Capacity of the Project will be examined based on the rated AC capacity declared by the Bidder for the corresponding component of the Project to qualify the Project as a Hybrid Project under the Guidelines

For example, in case the Contracted Capacity of a Project is 100 MW, the rated capacities of both Wind or Solar components shall be minimum 33 MW each.

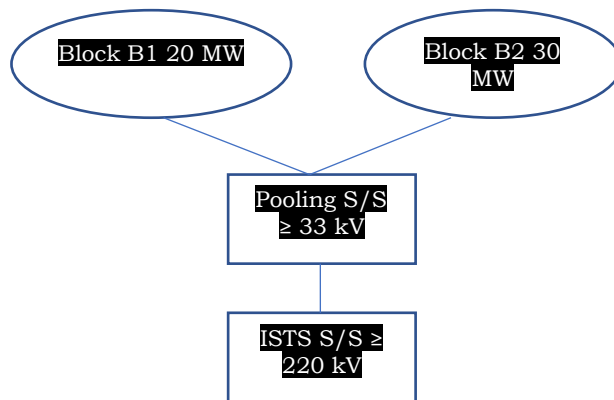
Note: In the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the Hybrid Power Project irrespective of the rated capacities of the Solar and Wind project components, and the same shall be considered as the Project capacity of the Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA.

For avoidance of any doubt, it is hereby reiterated that the Project 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 commissioning under the RfS.

- iii) The solar Project component 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 defined in Clause 7.

One of the possible configurations of a solar Project component having separate locations for each block, is illustrated below, for elaboration:

PROJECT CAPACITY: 50 MW



The HPDs shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation, in line with the Commissioning procedure provided in the PPA

7. Connectivity with the Grid

- 7.1. The project should be designed for interconnection with the ISTS in accordance with prevailing CERC/CEA regulations in this regard. For interconnection with the grid and metering, the HPD shall abide by

applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum Voltage level for interconnection at the ISTS shall be 220KV.

In case of sharing of the dedicated transmission system of the Developer with any third party, then the SPD shall submit a copy of the agreement to be signed between the developer and the third party for sharing the transmission system. Same shall be applicable if the Developer's project is connected to the state transmission system and shall submit copy of agreement signed with the state utility with whose system Developer's project is connected.

- 7.2. The responsibility of getting the ISTS connectivity & GNA/LTA, as applicable, shall entirely be with the HPD and shall be at the risk and cost of the HPD. 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. In case an HPD is required to use InSTS to bring power at ISTS point(s)/Delivery point/Injection point, it may do so as per rules and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to and including at the Interconnection Point/Injection Point/Delivery Point shall be responsibility of the HPD, to be undertaken entirely at its own risk and cost.

The HPD shall be required to follow the Revised Connectivity Procedure as issued by CERC on 20.02.2021 and amended from time to time. The arrangement of connectivity can be made by the HPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the HPD. 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.

The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOA(s) and shall furnish copies of the application as well as granted connectivity, to CESC at the earliest. In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to CESC. The GNA/LTA, as applicable, shall be applied for by the HPD within 30 days of signing of PPA, and intimation of the same by CESC to the HPD

- 7.3. Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/RLDC Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges/losses from the project up to and including the interconnection point/Delivery Point will be borne by the HPD. 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.
 - 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.
- 7.4. 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, as well as other Regulations issued by CERC/CEA as amended from time to time. It is further clarified that the Entities (HPD and CESC) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure, irrespective of the provisions of the RfS and PPA. It is clarified that in case the Detailed Procedure under the GNA regulations are not enforced until the Project commissioning, the HPD and the CESC shall abide by the current

Procedure under applicable CERC regulations. In such a scenario, the responsibility of obtaining its GNA will be that of the HPD. In the alternate scenario, no such requirement will be applicable on the HPD.

- 7.5. The HPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and is responsible for all liabilities related to Connectivity and obtaining GNA/LTA as applicable. In case of absence of regulations specific to Hybrid Projects, the above regulations and its amendments will be adhered to, separately for Wind and Solar Project components.
- 7.6. 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.
- 7.7. Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA
- 7.8. CESC will be responsible for obtaining General Network Access (GNA)/LTA, as applicable, and shall bear the transmission charges and losses and any other charges as per applicable regulations beyond the Delivery Point. However as per MoP notified orders there is waiver of ISTS transmission charges for 25 years.
- 7.9. It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA/GNA, to be sought by the HPD shall not exceed the Contracted Capacity as per the PPA for the said Project.

For example, in case the Contracted Capacity of a Project is 100 MW under a single PPA, and the HPD chooses to seek connectivity and LTA/GNA at 2 separate injection points for “A MW” and “B MW” respectively, the sum of total quantum of connectivity sought under the PPA (A+B) should not exceed 100 MW.
- 7.10. The Bidders will be required to indicate their proposed project location at the time of bid submission in the Covering Letter (Format 7.1)
- 7.11. The HPD must follow the timelines mentioned in the LTA / GNA, as applicable, regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of HPD, then the same may be considered as HPD’s Event of Default and shall be dealt as per the provision of PPA.
- 7.12. The HPD shall be required to follow the Regulation and/or Procedure for Grant of connectivity to projects based on renewable sources to inter-state transmission system, as issued by CERC and amended from time to time. The HPDs will be required to furnish copies of the application as well as granted connectivity, to CESC before Project Commissioning. In case the HPD fails to obtain the connectivity, the same shall be immediately notified

by the HPD to CESC. HPD shall not be allowed any deemed generation on account of non-grant of Connectivity.

8. Energy Supply by the Hybrid Power Developer

8.1. Criteria for Energy Supply

The Bidders will declare the annual CUF of their Projects in the Covering Letter as per Format 7.1 and HPDs will be allowed to revise the same once within first three years after COD. The declared CUF shall in no case be less than 30% (Thirty percent) on an annual basis.

Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. HPD shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by CESC to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. Energy supplied between COD and the commencement of first financial year after COD will not be taken into consideration for the purpose of calculation of CUF. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

CESC shall use the hybrid power for fulfilment of RPO in the proportion of rated capacity of solar and wind power in the hybrid project respectively.

8.2. Not Used

8.3. Shortfall in Energy Supply

- i) During the term of the Project, subsequent to commissioning of the Project, if for any year, it is found that the HPD has not been able to supply minimum energy corresponding to the lower limit of CUF as declared by the HPD, such shortfall in performance shall make the HPD liable to pay the compensation provided in the PPA and the HPD shall duly pay such compensation to CESC. This will, however be relaxable by CESC to the extent of grid non-availability as notified by the concerned SLDC/RLDC/ STU/CTU as applicable for HPD(s) for evacuation, which is beyond the control of the HPD.
- ii) The amount of compensation shall be calculated at 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This compensation shall be applied to the amount of shortfall in energy supply during the year. However, this compensation shall not be applicable in events of Force Majeure affecting supply of power by HPD. Compensation amount shall be adjusted by CESC from the payments to be made to HPD as per clause 4.4.1(b) of the PPA. To be adjusted in the next month bill.

8.4. Excess generation

In no case the HPD will be allowed to inject power more than the Contracted Capacity as per the PPA. The HPD will not be allowed to sell excess energy more than the limit corresponding to the maximum annual CUF, to any entity other than CESC, unless refused by CESC. In case CESC purchases the excess generation, the same shall be done at 75% (seventy-five per cent) of the PPA tariff. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the transmission system at the point where power is injected, the HPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid security requirement and will be required to pay penalty as per applicable regulations. HPD shall strictly follow the grid code.

8.5. Repowering

The HPD is allowed to re-power their plants during the PPA duration. However, after repowering the injected power at the Delivery point shall not be more than the contracted capacity as per the PPA. After repowering the minimum ratio of both the resources (Wind & Solar) shall be kept as per clause 6.3(b)(ii) for purchase by CESC. CESC may buy power only as per terms of PPA and any excess generation will be dealt as per clause 8.4 of the RfS. Further the minimum ratio of both the resources (wind and solar) shall be kept as per the terms of this RfS/PPA. No change in Tariff allowed pursuant to Repowering and no claims allowed hereunder.

9. Commissioning of Projects

Commissioning of the Projects shall be carried out by the HPDs in line with the procedure elaborated in the PPA document. CESC may authorize any individual, committee, or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by CESC after verification of all the documents & certificates to be submitted by HPD prior to project commissioning /State Nodal Agency of the state where project is located after successful commissioning of the Project as per the Commissioning procedure provided in the PPA.

9.1. Part Commissioning

Part commissioning of the Project shall be carried out as mentioned below:

The minimum capacity for acceptance of first part commissioning at one project site shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. The projects can further be commissioned in parts of at least 25 MW batch size, with last part being the balance capacity.

In case of part commissioning of the Project, it shall be mandatory to demonstrate commissioning of both solar and wind capacities in proposed ratio on pro-rata basis, otherwise the project shall not be considered as part-commissioned. HPD shall be required to demonstrate possession of land corresponding to the part capacity being commissioned, prior to declaration of commissioning of the said part capacity. Individual commissioning of solar or wind shall not be considered as part commissioning of the hybrid project.

However, the SCD will not get altered due to part-commissioning. In case of part commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the HPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD.

9.2. Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning

- i. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 24 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.07.2022 then SCD shall be 07.07.2024).
- ii. The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date as on 6 months from the SCD.
- iii. In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 9.2.(ii). above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $\text{PBG amount} \times (100/240) \times (18/180)$. For the purpose of calculations of liquidated damages, 'month' shall be considered consisting of 30 days.
- iv. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.(ii) above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned. PPA for the project capacity not commissioned will stand terminated and the Contracted Capacity under the PPA shall be reduced to that extent.
- v. In case of delay in commissioning of the Project due to reasons beyond the reasonable control of the HPD, CESC may extend the SCD after examining the conditions that led to the delay in project commissioning.

vi. It is to be noted that commissioning/part commissioning of the Project will not be declared until the HPD demonstrates possession of land in line with Clause 23, in addition to the other conditions as per the Commissioning Procedure.

vii. For part-commissioning, portion of land on which the part of the project is commissioned should be under clear possession of the HPD in accordance with clause 23 of the RfS

9.3. Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in Financial Closure deadline and SCD

10. **Delay in Commissioning on Account of Delay in GNA/LTA Operationalization**

10.1. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA/LTA, as applicable, by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:

- i. The HPD has complied with the complete application formalities as referred under Clause 7.0 above 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 operationalization of 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 SCD 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 commissioning of Project due to reasons beyond the reasonable control of the HPD, CESC may extend the SCD after examining the issue on a case-to-case basis.

On account of delay in Grid Access operationalization, in case of any extension in SCD beyond transmission charges waiver date as notified by MOP for RE projects and its relevant amendments, decision on such

extension requests will be taken by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 23.11.2021, and subsequent amendments/ clarifications, if any. The provisions of PPA in regard to liability of the CESC to pay the ISTS charges shall stand modified by such exemption/waiver provided as per the above Office Memoranda, as applicable.

10.2. In case one of the Project components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned, so in this case to avoid the stranding of RE power, HPD at its sole discretion, may be allowed to commission the plant at its own risk without any financial implications/obligations on CESC. However, following should be noted under this scenario:

- i First right of refusal for such power shall vest with CESC, and if agreed by CESC, power procurement from individual component (Solar or Wind), shall be undertaken at 50% of the PPA tariff
- ii The above scenario does not qualify under the provisions of Part/Early Commissioning under the RfS and PPA. This is a special case wherein in case a project component is ready, the generation from such component is not wasted.
- iii The terms “COD” and “commissioning” as per the RfS and PPA will not be applicable for such component. Commissioning/injection of power from such component will be allowed only if the same is allowed as per the applicable regulations.
- iv The above scenario will be applicable until the HPD is ready to commission the Project as per the provisions of “Early and/or Part Commissioning” of the Project.

11. Early Commissioning

The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and long/medium/short term Access.

Early commissioning of the Project will be allowed solely at the risk and cost of the HPD, and CESC may purchase the energy from such early commissioned Project at the PPA tariff provided first right of refusal will vest with CESC.

Such intimation for early commissioning shall be provided to CESC at least 60 days prior to the proposed early commissioning date. In case there is no response provided by CESC within 30 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by CESC.

In case CESC does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the HPD will be free to sell such energy to a third party; subject to operationalization of LTA/GNA, until SCD. COD of the Project under the PPA will be declared from the date of commencement of supply of energy from the Project by CESC and subsequent procurement by CESC as per terms of PPA.

In case, project is ready for early commissioning prior to LTA/GNA and if CESC has agreed to procure such power before SCD and LTA/GNA operationalization, then HPD is required to bear all charges up to the Delivery Point i.e., short term/medium term open access (STOA/MTOA) charges inter alia includes but not limited to MTOA/STOA applications charges (of seller state & region), respective RLDC & SLDC operations charges and NOC charges in accordance to Region or State where project is located etc., and CESC is required to bear any charges beyond Delivery Point i.e. respective RLDC and SLDC application and operation charges and NOC charges etc. In case GNA regulations become applicable and GNA is yet to be operationalized, the applicable charges will be dealt as per the GNA regulations.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12. Obtaining RfS Documents

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

13. Cost of Documents & Bid Processing Fees

Prospective Bidders 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.

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.

14. Project Scope & 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 to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network up to the

Interconnection/Delivery point (along with connectivity and Long-Term Open Access/GNA, as applicable) 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. Bay construction at ISTS substation shall be under the scope of the HPD as notified in the applicable procedures/regulations issued by CERC and updated from time to time.

15. Not Used.

16. Clearances Required from the State Government and Other Local Bodies

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

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. HPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 90 days of Effective Date of PPAs and forward the copies of application to CESC within 07 days of filing the applications.
- d. 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.
- e. 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 commissioning of the Project. 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.

17. Earnest Money Deposit (EMD)

- 17.1. Earnest Money Deposit (EMD) of INR 14,46,680/MW (Indian Rupees Fourteen Lakhs Fourty Six Thousand Six Hundred Eighty per MW only) including GST per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

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

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 17.2. CESC has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by CESC in terms of the guarantee as in the case of appropriation of the cash deposit lying with CESC.

17.3. Forfeiture of EMD:

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

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, CESC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per

Clause 26 of the RfS or does not execute the PPA within the stipulated time period;

c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

d. If the bidder fails to furnish required PBG in accordance with Clause 18 of the RfS.

18. Performance Bank Guarantee (PBG)

18.1 Bidders selected by CESC based on this RfS shall submit Performance Guarantee for a value @ INR 36,16,700/MW/Project (Indian Rupees Thirty Six Lakhs Sixteen Thousands Seven Hundred only/MW/Project) including GST 7 days prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by 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.

18.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

Note: 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.

18.3 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.

18.4 The format of the Bank Guarantees prescribed in the Format 7.3A (EMD) and 7.3C (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.

- 18.5 CESC has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable being appropriated by CESC in terms of the guarantee as in the case of appropriation of the cash deposit lying with CESC.
- 18.6 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 21 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 21 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 liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 18.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per applicable laws of the state.
- 18.8 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.
- 18.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 18.10 After the bidding process is over, CESC shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of HPDs shall be returned to them, immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.
- 19 Not Used
- 20 Not Used
- 21 **Power Purchase Agreement (PPA)**
- 21.1 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. The PPA shall be signed within 30 days from the date of issue of Letter of Award (LoA), if not extended by CESC (for e.g., if the LoA is dated 1.4.2023, then the last date of signing of PPA shall be on or before 30.4.2023). Subsequent extension in this timeline shall be finalized as mutually agreed by CESC and the HPD. 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 HPD 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 15 days from issuance of LoA. Further, for each Project, the bidder shall provide monthly and yearly tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA. For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to CESC within 15 days of issuance of LoA. Both the above parameters will remain unchanged, thereafter.

- 21.2 The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD and CESC.
- 21.3 The Performance Bank Guarantee 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 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.
- 21.4 Successful bidders will have to submit the required documents to CESC within 15 days from the issue of LoA. 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 as on 30 days from the date of issue of LoA, or the date of signing of PPA, whichever is later (for example, if the date of LoA is 07.08.2022, the Effective Date will be 06.09.2022 or date of signing of PPA, whichever is later).
- 21.5 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.

21.6 The HPDs will be free to repower their plants from time to time during the PPA duration, pursuant to Clause 8.1 above. However, CESC will be obliged to buy power only up to the Contracted Capacity as per the PPA.

21.7 The HPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual consents and agreements between the HPD and CESC as approved by the Appropriate Commission/SERC, 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 of the PPA.

22 Financial Closure or Project Financing Arrangements

22.1 The Projects shall achieve Financial Closure within 12 (twelve) months from the Date of execution of PPA.

22.2 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.

22.3 Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.

22.4 In case of default in achieving above condition as may be applicable within the stipulated time, CESC shall be entitled to encash PBG and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the HPD or caused due to a Force Majeure Event as per PPA. 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. This extension will not have an impact on the obligation of HPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, CESC 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. 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 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 on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

- 22.5 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.

23 Land Arrangements for the Project

- 23.1 The HPD shall be entirely responsible for acquiring the land required for setting up the project and CESC shall not in any manner be responsible for the same.
- 23.2 The HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the HPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD).
- 23.3 In case of leasing of Government land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In both cases where the lease agreements are for a period shorter than the PPA Term, solely on account of applicable State Governmental regulations, the HPD shall be required to submit an undertaking that the lease agreements shall be appropriately extended in line with the Term of the PPA, when required. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or CESC, in case of default of the HPD. Further, in case of sub- leasing of land from an entity other than the Government, the lessor and lessee shall submit letters in their respective letterheads addressed to each another, confirming handing over and taking over the said land parcel(s), respectively.

- 23.4 The HPD shall submit a sworn affidavit from the authorized signatory of the HPD listing the details of the land and certifying that total land required for the Project is under clear possession of the HPD, on or before the SCD.
- 23.5 It is further to be noted that part/full commissioning of the Project will not be allowed until demonstration of land possession for the corresponding capacity being commissioned.
- 23.6 It is to be noted that delay in commissioning of the Project due to changes in Project location(s) and/or connectivity/LTA/GNA, if any, will be on account of the HPD, and will be dealt as per the provisions of the RfS/PPA.
- 23.7 With respect to demonstration of land possession by the HPD, commissioning of the Project will not be allowed until the demonstration of land possession by the HPD in terms of this Clause and Clause 9.2.e. of the RfS. However, in case of delays in demonstrating land possession by the HPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/ Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

24 Commercial Operation Date (COD)

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the project as declared by the SNA/Commissioning Committee/CESC.

In case of part commissioning, COD will be declared only for that part of project capacity.

The following two milestone dates for commissioning may therefore be observed and may fall on separate dates:

- a) Inter connection with Grid: This may be provided by the PGCIL/State Transmission Company on the request of the HPD, to facilitate testing and allow flow of power generated into the grid to avoid wastage of power.
- b) Commissioning of Project: This will be on a date, when the Project meets the criteria defined for project commissioning in PPA/RFS. CESC may authorize any individual or committee or organization to declare the project commissioned on site.

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

- 25.1 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 promoters and their shareholding in the Company before signing of PPA with CESC.

25.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 - ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 - iv. Transfer of shares within the members of Immediate Promoter Group only.
 - iv. Transfer of shares to IEPF.
 - v. Issue of Bonus Shares.
- 25.3 In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD, except with the prior approval of CESC. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 25.4 In case of companies having multiple promoters (but none of the shareholders having more than 51% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- 25.5 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD, except with the prior approval of CESC. In the event the selected Bidder a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD, except with the prior approval of CESC. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 25.6 Any change in the shareholding after the expiry of 01 years after COD can be undertaken under intimation to CESC.

25.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh (Rs. 10,00,000/-) per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to CESC.

26 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-C. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

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

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

- iii. Bank Guarantee against Earnest Money Deposit (EMD) as per Format 7.3 A.
- iv. Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

- 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 willful default and no major litigation pending as per Format 7.7.
- viii. A disclosure statement as per Format 7.8/7.8A regarding participation of any related companies in the bidding process.
- ix. Format for Technical Criteria 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 Power plant development.
 - In case, there is no mention of the above provisions in the MoA/AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/Energy/Renewable Energy/Solar/Wind 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 for the last financial year, i.e. FY 2021-22, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable).
 - 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. Signed Integrity Pact between CESC and the Bidding Company as per Format 7.11.
 - xiii. Break-up of the Preliminary Estimate of Cost of Project as per Format 7.12 (separately for each Project).

27 Important Notes and Instructions to Bidders

- 27.1 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.
- 27.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online in terms of Clause 26 of the RfS will be verified before signing of PPA.
- 27.3 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 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.
- 27.4 If the event specified at 27.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

- 27.5 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 18.10 of the RfS.
- 27.6 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.
- 27.7 The response to RfS shall be submitted as mentioned in Clause 26 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.
- 27.8 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.
- 27.9 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.
- 27.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 27.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by CESC.
- 27.12 Response to RfS not submitted in the specified formats will be liable for rejection by CESC.
- 27.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 27.14 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.
- 27.15 All the financial transactions to be made with CESC including delay charges (except charges for delay in Financial Closure and Payment Security Deposit), and any additional charges (if required), shall attract GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

28 Non-Responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted online to CESC shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS. Any of the following conditions shall cause the Bid to be “Non-responsive”:

- a) Non-submission of the requisite Cost of RfS and/or Processing Fee as mentioned in the Bid Information Sheet.
- b) Response to RfS not received by the due date and time of bid submission.
- c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- e) Non-submission of payment details against Bid Processing Fee.
- f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- g) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.
 - i) In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (h), such bidder will be debarred from participating in any of the tenders issued by CESC, for a period of 6 (six) months, starting from the last date of bid submission of this RfS

29 Method of Submission of Response to RfS by the Bidder

29.1 Documents to be Submitted Offline (in Original)

The bidder has to submit original of following documents offline.

- a) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 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.

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

Bank Guarantee against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of CESC until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission. CESC may check originals of any documents as per its own discretion. For e.g., if the bid submission deadline is 18:00 hrs. on 22.08.2022, the above deadline will expire at 18:00 hrs. on 24.08.2022. In case the above deadline being a holiday, the next working day in CESC will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

Selection of Hybrid Power Developers for Setting up of 150 MW ISTS Connected Wind-Solar Hybrid Power projects in India as per requirement through tariff-based Competitive Bidding	
<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><Details of the Contact Person will full address for bid submission></i>

29.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-C. The bidders shall strictly follow

the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid, 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, 7.4, 7.5 (if applicable), 7.6, 7.7,7.8/7.8A and 7.9 as elaborated in Clause 26 of the RfS.
- b All attachments elaborated in Clause 26 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 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 27.8, and Annexure-C, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.

II Financial Bid (Second Envelope)

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

- a) Covering letter as per Format - 7.10 of the RfS
- b) Preliminary Estimate of Cost of Wind-Solar Hybrid Power Project as per Format 7.11 of the RfS.

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.

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.
- (e) In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to CESC within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by CESC, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

30 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 150 MW ISTS-Connected Wind-Solar Hybrid Power Projects in India under Tariff-based Competitive Bidding by CESC Limited]

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

31 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.

32 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.

CESC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

33 Clarifications/Pre-Bid Meeting/Enquiries/Amendments

- a 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.
- b 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.
- c A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on CESC’s website).

34 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, 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.

35. **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.

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

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

36 General Eligibility Criteria

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

- 36.1 The Bidder shall be a Company as defined.
- 36.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- 36.3 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 36.7 of the RfS shall be applicable.
- 36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
 - i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
 - ii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

- iii. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
- 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.
- iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- v. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

- 36.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- 36.6 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.
- 36.7 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 the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RfS up to one year after COD of the

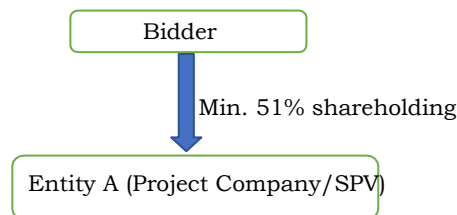
Project, except with the prior approval of CESC. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of CESC, subject to the condition that, the management control remains within the same group of companies.

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

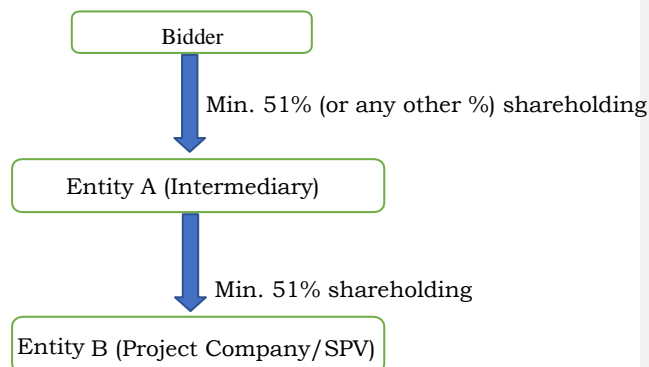
In addition to the above, in order for the bids to be considered responsive for further evaluation, performance of the Bidder should have been satisfactory in earlier project(s) awarded by CESC, if any.

36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per the RfS conditions, only Scenario 1 is permissible in case of projects being implemented by SPVs.

37 Technical Eligibility Criteria

37.1 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 commissioning of the Projects. The Bidder shall provide information about the solar PV panels and wind turbines proposed to be installed in the project at the time of Financial Closure.

- 37.2 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 Revised List of Models and Manufacturers (RLMM) issued by MNRE as updated as on the date of commissioning of the Projects will be allowed for deployment under the RfS.
- 37.3 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 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 under the above Order, valid as on the date of invoicing of such modules.
- 37.4 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.
- 37.5 The Projects shall also comply with the criteria for power supply as detailed in Clause 8 of the RfS.

38 Financial Eligibility Criteria

38.1 Net-Worth

- i. The Net Worth of the Bidder should be equal to or greater than INR 1.226 Crores/MW (Rs. 1,14,60,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e., FY 2021-22 or as on the day at least 7 days prior to the bid submission deadline.
- ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
- iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

38.2 Liquidity

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- i A minimum annual turnover of INR 61.54 Lakh/MW (Rs. 61,54,000/MW) of the quoted capacity during the previous financial year, 2021-22 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- ii Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 12.308 Lakhs/MW (Rs. 12,30,800/MW) of the quoted capacity, as on the last date of previous financial year, 2021-22, or as on the day at least 7 days prior to the bid submission deadline.
- iii In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of INR 15.385 Lakhs/MW (Rs. 15,38,500/MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

Bidders shall also submit:

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

38.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per 38.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In all the above cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and PBG in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the

requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

38.4 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 (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.

38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2021-22, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

38.6 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.

38.7 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 38.6 above.

- 38.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 200 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.226 Crores x 200 MW = Rs. 245.2 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 171.64 Crores and to be met by Consortium Member B would be Rs. 73.56 Crores. Similar methodology shall be followed for computation of liquidity requirement.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

39 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.

40 Techno-Commercial Evaluation of Bidders (Step 1)

- 40.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by CESC whose required documents as mentioned at Clause 29 of the RfS are received by CESC. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs. on 25.08.2022, the online bid opening will be conducted on 28.08.2022. In case of the above date being a holiday, the bids will be opened on the next working day.

- 40.2 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.

- 40.3 Subject to Clause 28 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.

- 40.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

41 Financial Bid Evaluation (Step 2)

- 41.1 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.

- 41.2 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.
- 41.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh 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).
- 41.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders.
- 41.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of CESC. Thereafter, CESC will take appropriate action as deemed fit.
- 41.6 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.
- 41.7 All Bidders with same tariff shall be eligible for reverse auction round provided their rank is equal to or less than nth Bidder as mentioned in Clause 42.2 of the RfS.
- 41.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid (Tariff in ₹/ kWh)	Ranking
B1	₹ 2.10	L1
B2	₹ 2.20	L2
B3	₹ 2.30	L3
B4	₹ 2.30	L3
B5	₹ 2.43	L4
B6	₹ 2.60	L5
B7	₹ 2.65	L6

42 Reverse Auction (Step 3)

- 42.1 The reverse auction for the total tendered capacity shall be conducted on the portal <https://www.bharat-electrontender.com>, on the day as intimated by CESC to the eligible bidders. Rules of the auction process are brought out

below and are also contained in Annexure-C of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-C of the RfS duly signed and stamped by the Authorized signatory, as an acceptance of the provisions contained therein,

42.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

Sk = Cumulative capacity till the 'kth serial number bidder (not the 'kth rank bidder) after ranking is done in ascending order from L1 onwards

Se = (Eligible capacity for award)	i) In case $St \leq 150$ MW, $Se = 0.8 \times St$ ii) In case $St > 150$ MW, $Se = 0.8 \times St$ subject to maximum eligible capacity being 150 MW.
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Total eligible Bidders for e-Reverse Auction

- i. In case $(0.8 \times St) \leq 150$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for eRA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".
- ii. In case $(0.8 \times St) > 150$ MW: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

Note:

- a. In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage.
- b. The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 150 MW. In the contradictory scenario, no elimination will take place at this stage.

For e.g. (Shortlisting of Bidders for reverse auction):

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders= $St = 1200$ MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	Se	(0.8x St)	n	Shortlisted Bidders
1	B8	L1	150	8	150	960	7*	B8

2	B5	L2	150		MW	MW		B5
3	B1	L3	150					B1
4	B4	L3	150					B4
5	B2	L4	150					B2
6	B3	L5	150					B3
7	B7	L6	150					B7
8	B6	L7	150					

* $n = 8 - 1 = 7$ as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders=St=150 MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	Se	(0.8x St)	n	Shortlisted Bidders
1	B3	L1	50	3	150 MW	120MW	3	B3
2	B2	L2	50					B2
3	B1	L3	50					B1

* $n = 3$ as per the above formula

- 42.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for 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 42.2 above.
- 42.4 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.
- During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
 - 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.
 - 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.
 - 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 30 (thirty) minutes with a provision of auto extension by 8 (eight) 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 43, if the auction is closed at that instant.
 - b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 43, 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 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

43 Selection of Successful Bidders

- 43.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Yellow" zones as per Clause 42.4(vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.
- 43.2 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 conditions:
 - i. In case the cumulative capacity shortlisted as per the range exceeds Se (capacity eligible for award as per Clause 42.2), the list of Successful Bidders shall be limited by Se
 - ii. In a borderline case, i.e., the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds Se, time stamping of bidders shall be used to limit allocation of cumulative capacity up to Se. In such cases, those bidders who are at the same

tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of Se, will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to Se

- iii. 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.
- iv. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:
 - Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - Step 2: Ranking will be done based on draw of lots.

43.3 Illustration: Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 2.50/kWh
- The range (L1+2% of L1): Rs. 2.55/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	50	50	NA	2.50	L1
L2	50	100	16:00:00	2.51	L2
L2	150	250	16:00:05	2.51	
L3	100	350	NA	2.53	---

43.4 Note: The allocation of cumulative project capacity shall be closed at Se. 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, subject to the maximum cumulative capacity not exceeding Se, being awarded under the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 43.2 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. 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 Cl. 43.2 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 Se. In case the last Successful Bidder refuses to accept such partial capacity offered by CESC, the Bank Guarantee(s)/ Payment on Order Instrument(s) against EMD submitted by such Bidder shall be encashed by CESC.

44 Issuance of LoAs

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

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

For a particular bidder, in case the finally modified capacity offered by CESC for signing of PPA is lower than the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process. In case such offered partial capacity for signing of PPA is less than 50 MW, PPA will not be executed with such Bidder.

SECTION 6. DEFINITIONS OF TERMS

- 45 Following terms used in the documents will carry the meaning and interpretations as described below:
- 45.1 “ACT” or “ELECTRICITY ACT, 2003” shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 45.2 “AFFILIATE” shall mean a company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors to the Board of Directors.
- 45.3 “APPROPRIATE COMMISSION” shall mean as defined in the PPA.
- 45.4 “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 as part of its response to the RfS issued by CESC.
- 45.5 “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.
- 45.6 “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.
- 45.7 “BID CAPACITY” shall mean aggregate project capacity of the Wind-Solar Hybrid Power Project(s), as proposed by the bidder.
- 45.8 “BUYING ENTITY” shall mean CESC Limited that requires Wind-Solar Hybrid Power to fulfil its RPO under respective RPO regulations of WBERC.
- 45.9 “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, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy

has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$. It may be noted that in the illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

- 45.10 "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.
- 45.11 "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.
- 45.12 "COMMERCIAL OPERATION DATE (COD)" shall mean the date as defined in Clause 24 of the RfS.
- 45.13 "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.
- 45.14 "CONTRACT YEAR" shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.
- 45.15 "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.
- 45.16 "CONTROLLING SHAREHOLDING" shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
- 45.17 "CENTRAL TRANSMISSION UTILITY (CTU)" shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

- 45.18 “DAY” shall mean calendar day.
- 45.19 “EFFECTIVE DATE” shall mean the later of the date, as on 30th day from the date of issuance of Letter of Award, or the date of signing of PPA (as applicable), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.
- 45.20 Not Used.
- 45.21 “EQUITY” shall mean Net Worth as defined in Companies Act, 2013.
- 45.22 “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;
- 45.23 “GUIDELINES” shall the Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects” issued by the Ministry of New and Renewable Energy vide F. No. 238/78/2017-Wind dated 14.10.2020, including subsequent amendments and clarifications, if any, issued until the last date of bid submission of this RfS.
- 45.24 “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 and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

- 45.25 “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 Regulations, Grid Code, and Central Electricity Authority Regulations as amended from time to time;
- 45.26 Not Used
- 45.27 “INTERESTED PARTIES” shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;
- 45.28 “InSTS” means Intra-State Transmission System.
- 45.29 “ISTS” means Inter-State Transmission System.
- 45.30 “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).
- 45.31 “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, which cannot be changed till one year from the Commercial Operation Date (COD) of the Project;
- Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project.*
- 45.32 “LETTER OF AWARD” or “LoA” shall mean the letter issued by CESC Limited to the selected Bidder for award of the Project.
- 45.33 “LIMITED LIABILITY PARTNERSHIP” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 45.34 “LLC” shall mean Limited Liability Company.

- 45.35 “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.
- 45.36 “MONTH” shall mean calendar month.
- 45.37 “NET-WORTH” shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
- 45.38 “PAID-UP SHARE CAPITAL” shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 45.39 “PARENT” shall mean a Company, which holds more than 50% voting rights and paidup share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- 45.40 “POOLING SUBSTATION/POOLING POINT” shall mean a point where more than one hybrid power projects 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.
- 45.41 “PGCIL” or “POWERGRID” shall mean Powergrid Corporation of India Limited.
- 45.42 “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.
- 45.43 “PROJECT” or “HYBRID POWER PROJECT” or “POWER PROJECT” shall mean the Solar PV and Wind Power generation facilities, where the rated power capacity of one resource (wind or solar PV) is at least 33% of the total Contracted Capacity, having a single point 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

- 45.44 “PROJECT CAPACITY” shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.
- 45.45 “PROJECT COMMISSIONING”: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.
- 45.46 “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 Project capacity by CESC (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with CESC.
- 45.47 “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.
- 45.48 “PROMOTER” shall mean Promoter as defined in the Companies Act, 2013.
- 45.49 “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, vide RfS No. _____ dated _____.
- 45.50 “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.
- 45.51 “SCHEDULED COMMISSIONING DATE” or “SCD” shall be the date as indicated in Clause 9.2 of the RfS.
- 45.52 “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.
- 45.53 “SOLAR PV PROJECT” shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

45.54 “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.

45.55 “TOE” shall mean Tender Opening Event.

45.56 “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.

45.57 “WEEK” shall mean calendar week;

45.58 “WIND POWER PROJECT” means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

SECTION 7. SAMPLE FORMS & FORMATS FOR BIDSUBMISSION

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

Format 7.1 COVERING LETTER

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

Ref. No.

Date:

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

Tel.#:

Fax#:

E-mail address#

To

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 (as mentioned in Format 7.8 under Disclosure)

OR

We confirm that in response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever is not applicable).

We also confirm that we including our Ultimate Parent Company/Parent Company/Affiliate/Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 150 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*
	_____ MW (Solar-____ MW, Wind ____ MW)				

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 43.4 of the RfS.*

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. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.
2. Earnest Money Deposit (EMD):- (Please read Clause 17 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 number] dated [Insert date of bank guarantee] as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee] and valid up to ___ in terms of Clause No. 17 of this RfS. The total capacity of the Hybrid 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 of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 18 & 19 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 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.
6. 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 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.
7. 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.
8. 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.
9. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
10. 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.
11. 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.
12. 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].

13. 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:	

14. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect

after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20__

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

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

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

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

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

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

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

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

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

M/s.....

_____ (Signature of person authorized by the board)

(Name Designation Place: Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place:

Date:

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

**FORMAT FOR 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 150 MW ISTS-Connected Wind-Solar Hybrid Power projects 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 _____ 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 Jaipur 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. 14.467 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. 17 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. 17 of this RfS]. CESC shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause No. 17 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 New Delhi shall have exclusive jurisdiction.

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly 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.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India 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. 17 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.:

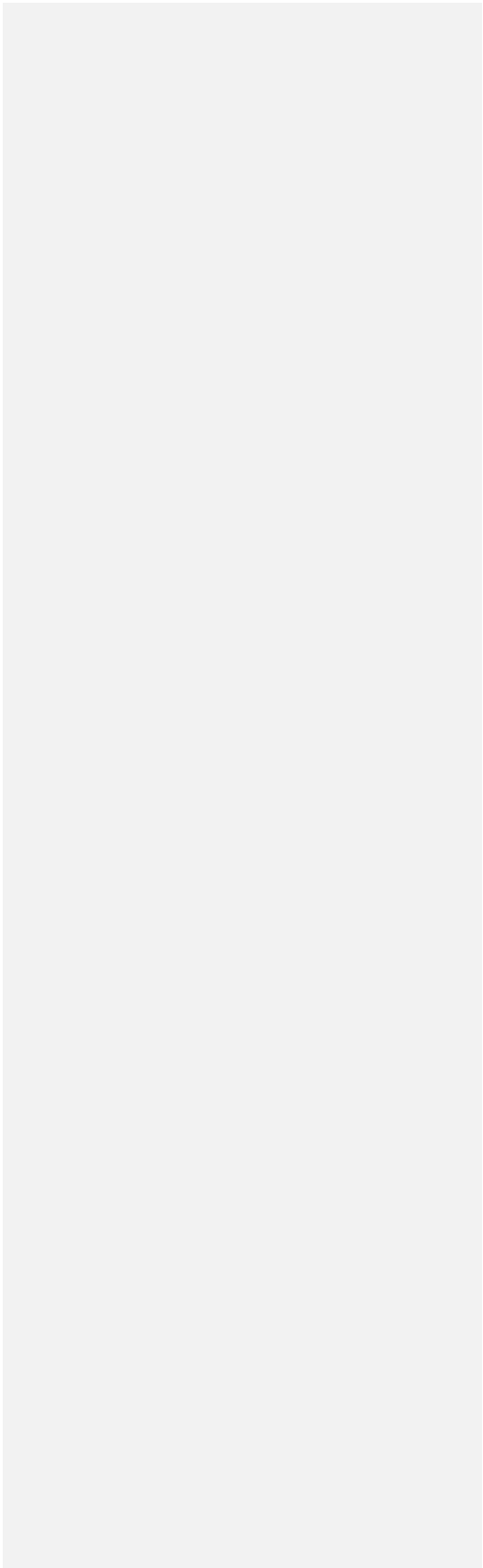
For _____[Insert Name and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this day of _____, 20__



FORMAT 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 executers, 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 Jaipur 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 New Delhi shall have exclusive jurisdiction.

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly 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 State Bank of India 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.

Signature:

Name:

Power of Attorney No.:

For _____[Insert Name and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of ____, 20

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

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

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr./ Ms. _____, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for _____ (insert title of the RfS), including signing and submission of all documents and providing information/response to RfS to CESC Limited (CESC), representing us in all matters before CESC, and generally dealing with CESC in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. (To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. (To be provided by each Member of the Bidding Consortium including Lead Member)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the

part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated _____executed by the Consortium as per the provisions of the RfS. [*To be passed by the Lead Member of the Bidding Consortium*]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement (“Agreement”) executed on this _____ Day of _____ 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:

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not

in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Jaipur alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of CESC in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by CESC.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of CESC.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of CESC.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

For M/s _____ [Member 1]

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

Witnesses:

1) Signature Name: Address:	2) Signature Name: Address:
---	---

For M/s _____ [Member 2]

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

Witnesses:

1) Signature ----- Name: Address:	2) Signature ----- Name: Address:
---	---

For M/s _____ [Member n]

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

1) Signature -----	(2) Signature -----
Name:	Name:
Address:	Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No.

Date:

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

Tel.#: Fax#:

E-mail address#

To

<Contact person of CESC and address for bid submission>

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., 2021-22 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 38.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

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

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

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

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____ in words) as on the end of Financial Year, i.e., 2021-22 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	Relationship with Bidding Company*	Annual Turnover

	is to be considered		(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, by

demonstrating a PBDIT of INR _____ (in words) as on the end of Financial Year, i.e., 2021-22 or as on the day at least 7 days prior to the bid submission deadline.

(Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

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

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

	Total				
--	-------	--	--	--	--

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

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's Firm:

Date:

Note:

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

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to 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, and that there is no major litigation pending or threatened against M/s _____ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

FORMAT FOR DISCLOSURE

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

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. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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

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 36.4 of the RfS and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, 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 (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

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

Dated the _____ day of _____, 20_____.

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref. No. _____ Date: _____

From:

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

Tel. #:

Fax#:

E-mail address#

To

<Contact person name and bid submission address>

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

Dear Sir/ Madam,

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

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

We further declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our

Promoter(s)and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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

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 36.4 of the RfS and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, 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 (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10thMarch 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

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

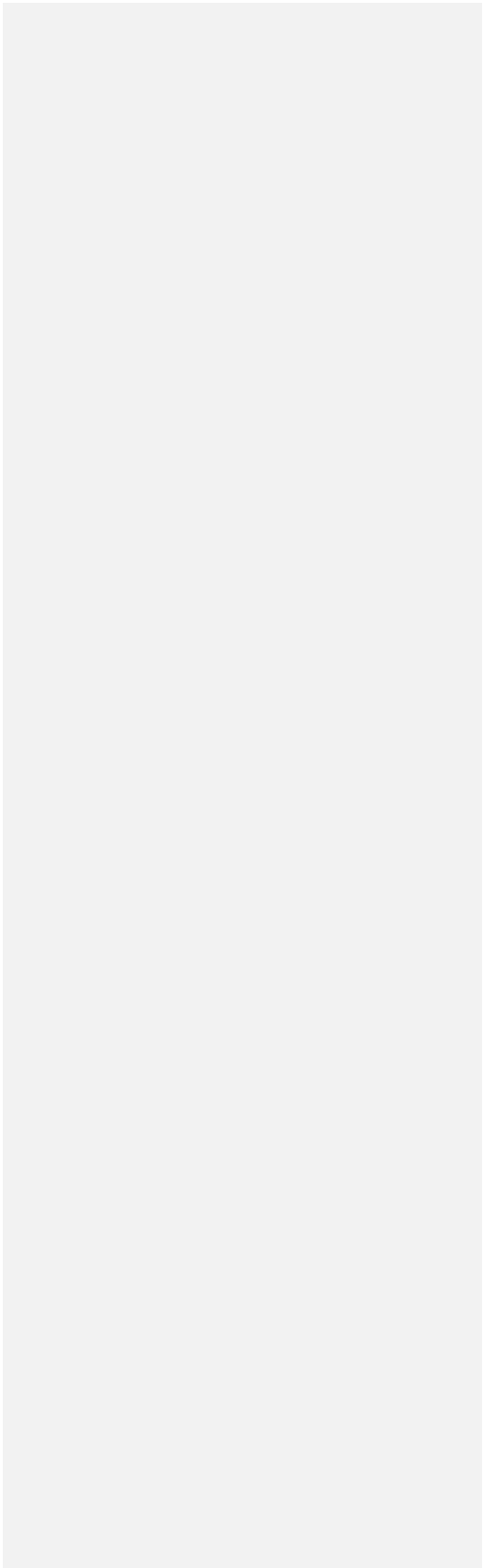
Dated the _____ day of _____, 20_____.

Thanking you,

We remain,

Yours faithfully,

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



DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No

6/18/2019-PPD dated 23.07.2020

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

Ref. No. _____ Date: _____

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

Tel#:

Fax#:

E-mail address#

To

<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. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

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

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above.

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

FORMAT FOR TECHNICAL CRITERIA

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

(To be Submitted Separately for each Project)

Ref. No. _____

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

<Contact person name and address for bid submission>

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

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 22** under the title “Financial Closure” that the following details shall be furnished within **12 (Twelve) months** from Effective Date of the PPA.

- 1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 Details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the project at the Project site.
- 3.0 Any other details sought as per the checklist communicated by CESC .

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

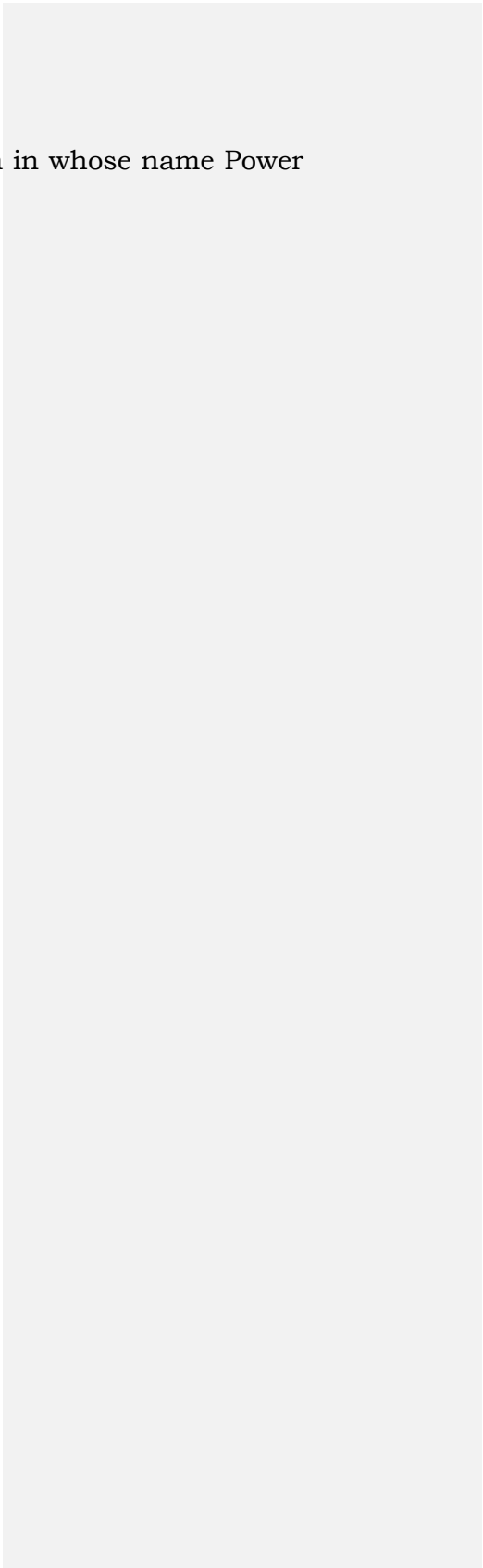
Dated the_day of_, 20.

Thanking you,

We remain,

Yours faithfully,

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



FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _____

From:

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

Tel.#:

Fax#:

E-mail address#

To

<Contact Person Name and address for bid submission>

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 upto the date as on 12 months from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _day of_, 20____.

Thanking you,

We remain,

Yours faithfully,

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

Notes:

1. *There can be only one tariff 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.*
6. *The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the electronic form will be considered for further evaluation*

Format 7.11

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

INTEGRITY PACT

Between

CESC Limited having its Registered Office at _____;
hereinafter referred to as "**CESC**",

and

_____ *[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]* having its Registered Office at _____ *(Insert full Address/Lead member address in case of Joint Venture/Consortium)*

and

_____ *[Insert the name of all members of the Joint Venture/Consortium, as applicable]* having its Registered Office at _____ *(Insert full Address/ Lead member address in case of Joint Venture/Consortium)*

hereinafter referred to as

"The Bidder/Contractor"

Preamble

CESC intends to award, under laid-down organisational procedures, contract(s) for _____ *[Insert the name of the tender/package]* _____ Package and NIT Number _____ CESC values full compliance with all *[Insert Specification Number of the package]* relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, CESC and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of CESC

- 1) CESC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of CESC, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take

a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

- b) CESC will, during the tender process treat all Bidder(s) with equity and fairness. CESC will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) CESC will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- 2) If Managing Director obtains information on the conduct of any employee of CESC which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- 1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to CESC, or to any of CESC 's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non- submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
 - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by CESC as

part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act
 - e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of CESC.
- 2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- 1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, CESC may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- 2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, CESC may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system,

CESC may revoke the exclusion prematurely. However, decision of CESC in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

- 1) If CESC has disqualified the Bidder from the tender process prior to the award under Section III, CESC may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- 2) If CESC has terminated the contract under Section III, CESC may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- 1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

- 1) CESC will enter into agreements with identical conditions as this one with all Bidders.
- 2) CESC will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If CESC obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if CESC has substantive suspicion in this regard, CESC will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of CESC, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of CESC.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- 4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- 5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)	(Signature)
(For & On behalf of CESC)	(For & On behalf of Bidder/ Partner(s) of Joint Venture/Consortium/Contractor)
(Office Seal)	(Office Seal)
Name:	Name:
Designation:	Designation:
Witness 1:	Witness 1:
(Name & Address)	(Name & Address)
Witness 2:	Witness 2:
(Name & Address)	(Name & Address)

Format 7.12

PRELIMINARY ESTIMATE OF COST OF WIND-SOLAR HYBRID POWER PROJECT

Project Capacity: _____ MW

Location: _____

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

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

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory

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.

1.0 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.

2.0 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

3.0 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.

4.0 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.

5.0 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.

6.0 Identification and Traceability

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

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

7.0 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.

8.0 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.

9.0 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 scheduled commissioning date.
- 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.

CHECK LIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the HPD)

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____
(12 months from Effective Date of PPA)

Project Company Name _____

Project ID: -

LoA No. - _____ Dtd. -

Effective Date of PPA - _____ Scheduled

Commissioning Date: -

1.0 Financial Closure - (Clause 22 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
Location	
Technology	
Certificate from all financial institutions	<p><u>In case of tie up through Bank / Financial Institutions: -</u></p> <p>Document from Bank/Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as <u>Annexure-I</u>).</p> <p><u>In case of Internal Resources: -</u></p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as <u>Annexure-I</u>).</p> <p><i>Performa for the cases where funding will be from Company other than Project Company is at 'B-1'.</i></p>

Note:

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as Annexure – II A.
 - (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to CESC as per the terms of PPA have been obtained is to be enclosed as Annexure – II B
- 2.0 Copy of Agreement/MOU entered into/Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)
 - 3.0 Technical Parameters of the Project (Clause 37 of the RfS)
 - 3.0 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as Annexure-IV A)
 - 3.1 Proposed Project configuration as part of DPR of the Project (to be enclosed as Annexure- IV B)
 - 4.0 Ownership of the HPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as Annexure V A)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to CESC on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company up to the end of the previous month, till 1 year from the date of commissioning of the project.

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

**Performa 'B-1' For cases where funding will be from a Company other than
Project Company**

**Board Resolution from _____ (Name of the Company from where the
required funding will be raised)**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT _____ THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s _____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ which was selected by CESC Limited (CESC) to develop the.....MW Wind-Solar Hybrid Power Project (Project ID), for generation and sale of Power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between CESC and _____ (Name of Project Company). Funds will be released for the project as per the request of (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from (Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by CSEC Limited (CESC) to develop the.....MW Wind- Solar Hybrid Power Project (Project ID...), for generation and sale of Hybrid Power under the RfS No._ in respect of which Power Purchase Agreement (PPA) was signed between CESC and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. __, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at_ whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e., _____, agrees to extend full financial support as sought above, Sh._, Director, Sh._, Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection

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

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-ReverseAuction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to 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® 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	Customer Support: +91-124 - 4229071, 4229072 [Between 9:00 am to 6:00 pm IST on all working days]
E-mail ID	support@isn-ets.com [Please mark CC: support@electrontender.com]

Some Bidding related Information for this Tender (Sealed Bid)

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

- 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, New Delhi, payable at New Delhi 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® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (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 o 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-ReverseAuction)

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

The following would be parameters for e-ReverseAuction:

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	30 minutes
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
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 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-electronictender.com>, and go to the **User-Guidance Center**

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your 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-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (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-ReverseAuction as defined by the Buyer organization.
4. Pay the ETS Bidding-Fee for e-ReverseAuction well in advance of the start of e-ReverseAuction Bidding Event.

Note: To participate in e-ReverseAuction, the ETS Bidding-Fee for e-ReverseAuction should be paid before the 'Date and Time of Start of Reverse-Auction'. In case ETS Bidding-Fee for e-ReverseAuction 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-ReverseAuction 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-ReverseAuction 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-ReverseAuction 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

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 ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of 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 - C 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.