REC Power Development and Consultancy Limited
(A Wholly Owned Subsidiary of REC Limited, A Maharatna Company, under Ministry of Power, Government of India)

D-Block, REC Corporate Headquarter, Plot No I-4, Sector – 29, Gurugram, Haryana - 122001

Request for Selection (RfS) Document

For

Selection of Solar Power Developer for setting up of 290 MW Grid Connected Solar PV Power Project anywhere in India under Tariff-basedCompetitive Bidding with Greenshoe option of additional capacity of 290 MW

under

Scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power notified by Ministry of Power, GoI.

RfS No. RECPDCL/Solar/PPGCL/2023-24/2740

Dated: 20/11/2023

(Tender Search Code on ETS portal - RECPDCL-2023-TN000002)

DISCLAIMER

1. Though adequate care has been taken while preparing this 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 RECPDCL 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 RfS document is complete in all respect and has been received/ acknowledged by the bidder(s).

2. REC Power Development and Consultancy Limited (RECPDCL) reserves the right to modify, amend or supplement this document.

3. This RfS document has been prepared in good faith, and on best endeavor basis. Neither RECPDCL and/or PPGCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

4. In case of any discrepancy in the documents uploaded on the websites of RECPDCL, ISN-ETS and CPP, the documents uploaded on the ISN-ETS website shall prevail.

Place: Gurugram Date: 21/11/2023

BID INFORMATION SHEET

The brief details of the RfS are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>1. Selection of Solar Power Developer for setting up of 290 MW Grid Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW under Scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power.
2. Land and connectivity shall be in the scope of Solar Power Developer.</td></tr>
<tr><td>(B)</td><td>RfS NO. & DATE</td><td>RECPDCL/Solar/PPGCL/2023-24/2740, Dated: 20-11-2023</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td><table><tr><td>SINGLE BID SYSTEM</td><td></td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table></td></tr>
<tr><td>(D)</td><td>TYPE OF RfS/ TENDER</td><td><table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td></td></tr></table></td></tr>
<tr><td>(E)</td><td>COMPLETION/ CONTRACT PERIOD</td><td>As mentioned in RfS Document</td></tr>
<tr><td>(F)</td><td>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>
Amount: INR 29,500/- (Indian Rupees Twenty-nine thousand five hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of RECPDCL, or in the form of DD/ Pay Order along with the response to RfS in favour of “REC Power Development and Consultancy Limited”, payable at New Delhi</td></tr>
</table>

(G)	**BID PROCESSING FEE (NON-REFUNDABLE)**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> **INR 15,00,000 (Indian Rupees Fifteen Lakh) + 18% GST** to be submitted either through NEFT/RTGS transfer in the account of REC Power Development and Consultancy Limited, or in the form of DD/Pay Order along with the response to RfS in favour of "REC Power Development and Consultancy Ltd", payable at New Delhi.
(H)	**EARNEST MONEY DEPOSIT (EMD)**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Amount: **INR 9,00,000/-** (Indian Rupees Nine Lakhs) per MW per Project to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS
(I)	**PERFORMANCE BANK GUARANTEE**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Amount: **INR 17,50,000/-** (Indian Rupees Seventeen Lakh Fifty Thousand) per MW within 7 working days prior to signing of PPA.
(J)	**MODE OF TENDERING**	<table><tr><td>DCB</td><td></td></tr><tr><td>ICB</td><td>Yes</td></tr></table>
(K)	**DATE, TIME & VENUE OF PRE-BID MEETING**	REC Power Development and Consultancy Limited (A Wholly Owned subsidiary of REC Limited, Maharatna Organization under Ministry of Power, Government of India) D-Block, REC Corporate Headquarter, Plot No. I-4, Sector – 29, Gurugram – 122001, Haryana Scheduled as per NIT on ISN-ETS portal and/or RECPDCL website.
(L)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	https://www.bharat-electronictender.com (As per NIT dated 21-11-2023)
(M)	**TECHNO-COMMERCIAL BID**	https://www.bharat-electronictender.com (As per NIT dated 21-11-2023)

	OPENING	
(N)	**e-Reverse Auction (e-RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(O)	**CONTACT DETAILS OF ETS Portal**	**M/s ISN Electronic Tender Services 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
(P)	**Name, Designation, Address and other details (For Submission of Response to RfS)**	Shri P. S. Hariharan Chief General Manager (Technical) REC Power Development and Consultancy Limited D-Block, REC Corporate Headquarter, Plot No. I-4, Sector – 29, Gurugram – 122001, Haryana Email: re.tbcb@recpdcl.in; pshariharan@recpdcl.in Mob: +91 9650507639
(Q)	**Details of persons to be contacted in case of any assistance required**	1. Shri Ankit Kumar (Chief Manager) ankit.kumar@recpdcl.in Mob: +91 9891128569
		2. Shri Anil Kumar Yadav (Manager) anilyadav@recpdcl.in Mob: +91 9415900756
		3. Shri Ritam Biswas (Assistant Manager) ritam.biswas@recpdcl.in Mobile: +91 8536909089

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

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites https://www.bharat-electronictender.com and www.recpdcl.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the

above shall be updated on www.recpdcl.in and the details will be available only from https://www.bharat-electronictender.com.

SECTION - I

DEFINITIONS OF TERMS

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

1. ***"Act" or "*Electricity Act, 2003*"*** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

2. **"Affiliate"** shall mean a company that, directly or indirectly,
   i. Controls, or
   ii. Is controlled by, or
   iii. Is under common control with, a company developing a Project or a member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;

3. **"Appropriate Commission"** shall mean as defined in the PPA;

4. **"Authorised Representative of the Procurer"** mean the agency carrying out the tendering / bidding process till the selection of the successful bidder, in accordance with the Guidelines. REC Power Development and Consultancy Limited (RECPDCL) is the Authorised Representative of the Procurer in respect of this RfS.

5. **"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 RECPDCL.

6. **"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, asthe context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

7. **"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 provided in this RfS;

8. **"Bid Capacity"** shall mean aggregate project capacity of the Solar PV Power Project(s)as proposed by the Bidder;

9. **"Capacity Utilization Factor (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 MWh/(Y MW*8766)) X100%.

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

10. **"CERC"** shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;

11. **"Chartered Accountant"** shall mean a person practicing in India or a firmwhereof all the partners practicing in India as a Chartered Accountant(s) within the meaningof the Chartered Accountants Act, 1949.

    For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm having a similar or equivalent practice as that of a chartered account in India in the respective country(ies) and designated/ registered under the corresponding Statutes/ laws of the respective country as maybe applicable;

12. **"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;

13. **"Commercial Operation Date (COD)"** shall mean the date as defined in Clause No. 18, Section-III, Instructions to Bidders (ITB) of RfS Documents;

14. **"Contracted Capacity"** shall mean the AC capacity in MW contracted with PPGCL for supply by the SPD to PPGCL at the Delivery Point from the Project, and shall be equal to the Project Capacity as defined;

15. **"Contract Year"** shall mean the period beginning from the Effective Date andending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

    (a) 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

    (b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

16. **"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;

17. **"Controlling Shareholding"** shall mean more than 50% of the voting rights inthe Company/ Consortium or right to appoint majority Directors;

18. **"Central Transmission Utility (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;

19. **"Day"** shall mean calendar day;

20. **"Delivery Point/Metering Point"** shall mean the following point where the power from the

selected project will be measured and accounted for. Accordingly:

For projects located outside Uttar Pradesh (whether connected to CTU or to STU of their home States)	Delivery Point/Metering Point shall be Uttar Pradesh Periphery i.e., the point at which the CTU network is connected to the Intra-State Transmission network of Uttar Pradesh. Accordingly, all charges & losses, including the STU transmission charges & losses of the SPD's home State, usage of ISTS systems including connectivity charges/ GNA Access Charges towards additional GNA or any other charges incidental to transmission of such power till Delivery Point as may be applicable from time to time, POC, scheduling / SLDC/ RLDC charges etc. as applicable shall be borne by the Bidder/ Solar Power Developer.
For projects located in Uttar Pradesh and connected to Uttar Pradesh -STU	Delivery Point/ Metering Point shall be where Interconnection point of SPD is connected to the low voltage bus bar of UPPTCL sub-station.
For projects located inside Uttar Pradesh, but connected to CTU	Delivery Point/ Metering Point shall be Uttar Pradesh Periphery i.e., the point at which the CTU network is connected to the Intra-State Transmission network of Uttar Pradesh. Accordingly, all charges & losses, , usage of ISTS systems including connectivity charges/ GNA Access Charges towards additional GNA or any other charges incidental to transmission of such power till Delivery Point as may be applicable from time to time, POC, scheduling/ SLDC/ RLDC charges etc. as applicable shall be borne by the Bidder/ Solar Power Developer.

21. **"Effective Date"** shall mean the date of signing of PPA.

22. **"Equity"** shall mean Net Worth as defined in Companies Act, 2013

23. **"Financial Closure" or "Project Financing Arrangements"** means arrangement of necessary funds by the Solar Power Developer towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/ortie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

24. **"Greenshoe Option"** - Capacity Allocation under the Greenshoe option - The modality for allocation of additional 290 MW capacity under Greenshoe option shall be as under :-

(a) 290 MW additional capacity through Greenshoe option be offered to the successful bidder, who is willing to execute PPA with PPGCL at the lowest tariff (L1 rate) discovered under competitive bidding process (followed by e-reverse auction) to the extent of 290 MW. Successful Bidder shall only be allocated the initial capacity of 290 MW, in case the Successful Bidder does not accept the additional quantum offered under the Greenshoe option. It would be voluntary for the Successful Bidder to opt for Greenshoe option. For the avoidance of doubt, capacity allocation under 'Greenshoe Option' shall only be for the successful bidder i.e., bidder winning e-RA.

(b) Successful Bidder willing to execute PPA with PPGCL at the L1 rate shall have to give confirmation within the period of 5 days from the date of offer of Greenshoe option.

(c) In addition to the above, Successful Bidder intending to execute PPA for the Greenshoe Capacity, shall have to meet the eligibility criteria for the capacity intended to be entered into PPA under Greenshoe option. Successful Bidder shall have to comply with the same by making submissions required in accordance with the RfS within a period of 10 days from the date of offer of Greeshoe option.

(d) The terms & conditions as well as obligations & rights of Successful Bidder as well as PPGCL shall be identical for additional capacity allocated under the Greenshoe option as for the base capacity of 290 MW under this RfS.

25. **"Guidelines"** shall mean the "Guidelines for Tariff Based Competitive Bidding Processfor Procurement of Power from Grid Connected RE Power Projects under the scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage power" issued by the Ministry of Power Gazette Notification dated 27.08.2022, including subsequent amendments and clarifications thereof.

26. **"Group Company"** of a Company means

(a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

(b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

(c) 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;

(d) 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;

(e) 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 beconsidered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

27. **"Installed Capacity"** Installed capacity shall mean the capacity of the Solar component at the Generating terminal(s) and may be within _+/- 5% of the rated capacity of the components.

28. **"Joint Control"** shall mean a situation where a company has multiple promoters (butnone of the shareholders has more than 50% of voting rights and paid up share capital);

29. **"Lead Member Of The Bidding Consortium" or "Lead Member":**mean the Member identified as the lead member in the consortium agreement having the shareholding of not less 51% in the Bidding Consortium.

Note: *The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;*

30. **"Letter Of Award" or "LOA"** shall mean the letter issued by REC Power Development and Consultancy Limited (RECPDCL) to the selected Bidder for award of theProject;

31. **"Limited Liability Partnership" or "LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

32. **"Member In A Bidding Consortium" or "Member"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

33. **"Month"** shall mean calendar month;

34. Deleted

35. **"Net-Worth"** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013;

36. **"Paid-Up Share Capital"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;

37. **"Parent"** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

38. **"Pooling Substation/ Pooling Point"** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPD(s) to get connected to the STU/CTU and/or Delivery Point.

39. **"PPA"** shall mean the Power Purchase Agreement signed between the Selected bidder and PPGCL according to the terms and conditions of the standard PPA enclosed with this RfS;

40. **"Power Project" or "Solar Project" or "Project"** shall mean the solar power generation facility to be established by the Successful Bidder anywhere in India comprising all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Pooling Substation/ Pooling 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 PPGCL;

41. **"Project Capacity"** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed;

42. **"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, inline with the Commissioning procedures defined in the RfS/ PPA;

43. **"Project Developer" or "Developer" or "Solar Power Developer (SPD)"** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by RECPDCL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with PPGCL;

44. **"Project Location"** shall mean the area identified by the SPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented, anywhere in India;

45. **"Procurer"** shall mean Prayagraj Power Generation Company Limited (PPGCL).

46. **"RfS" or "RfS Document" or "Bidding Document(S)" or "Tender Documents"** shall mean the "Request for Selection" document issued by RECPDCL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof vide Rfs No. RECPDCL/Solar/PPGCL/2023-24/2740 dated 20/11/2023;

47. **"RLDC"** shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003

48. **"Scheduled Commissioning Date" or "SCD"** shall be the date as indicated in Clause 17.2, Section-III of the RfS;

49. **"Selected Bidder" or "Successful Bidder"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

50. **"SERC"** shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003; In the context of PPGCL, Uttar Pradesh Regulatory Commission (UPERC) is the SERC.

51. **"SLDC"** shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located; ; In the context of PPGCL, Uttar Pradesh Load Despatch Centre (UPLDC) is the SLDC.

52. **"Solar Park" or "UMREPP" (Ultra Mega Renewable Energy Power Park)"** shall mean concentrated zone of development of solar power generation project.

53. **"Solar PV Project" or "Solar Power Generating System/ Station"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.

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 i.e. UPPTCL.

55. **"Toe"** shall mean Tender Opening Event.

56. **"Ultimate Parent"** shall mean a Company, which owns more than 50% (FiftyPercent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

57. **"UPPTCL"** shall mean Uttar Pradesh Power Transmission Corporation Limited;

58. **"Week"** shall mean calendar week;

SECTION – II

INVITATION FOR BIDS (IFB)

Invitation for Bids (IFB)for

(Single Stage Two Envelope Bidding Under e-Tendering)

1. REC Power Development and Consultancy Limited formerly known as REC Power Distribution Company Limited (RECPDCL) an ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified company, a wholly owned subsidiary of REC Ltd, A Maharatna Company, under Ministry of Power, Govt. of India, was incorporated on 12th July, 2007. The company focus is on facilitating the power utilities in the areas of their operation specifically related to the Power Distribution sector, by providing expertise to capitalize on the emerging needs and demands of Power Sector.

2. Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected RE Power Projects for utilization under scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage power" vide Gazette Notification dated 27.08.2022. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the 'Generators', from grid-connected Solar PV Power Projects, through competitive bidding. This RfS document has been prepared in line with the above Guidelines issued by MoP.

3. RECPDCL has been nominated as one of the *Bid Process Coordinator* and wishes to invite proposals for setting up of Grid connected Solar PV Power Projects located *anywhere in India* on "Build Own Operate" (B-O-O) basis for an aggregate capacity of 290 MW with Greenshoe option of additional 290 MW. **Prayagraj Power Generation Company Limited (PPGCL)** shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.

4. Power procured by Prayagraj Power Generation Company Limited (PPGCL) from the above Projects has been provisioned to replace thermal power through existing PPAs of PPGCL with various DISCOMs. If thermal generator is not able to replace thermal power, then the solar power can be sold in Exchange as per the provisions of MoP Flexibility scheme dated 12.04.2022 and amendments thereof.

OVERVIEW OF THE RfS

5. PPGCL shall purchase such Solar Power from the SPD under MoP scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power or shall be sold by PPGCL to third party/power exchange.

6. Prayagraj Power Generation Company Limited shall enter into PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA. The Tariff quoted by Bidders shall be inclusive of all statutory taxes, duties, levies, cess etc. as applicable till the last date of bid submission.

The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects.

The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on RECPDCL and/or PPGCL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. RECPDCL and/or PPGCL does not however, give a representation on the availability of fiscal incentive and submission of bid by the biddershall be independent of such availability or non-availability as the case may be of the fiscal incentives.

7. Bidders shall submit their bid by offering a single tariff for all the Projects quoted for, which shall be applicable for the term of the PPA.

8. If the Project is transferred or sold to a third party during its tenure (after initial lock- in period of 1 year after COD), PPGCL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RFS

9. The Project to be selected under this RfS for aggregate capacity of 290 MW with Greenshoe option of additional 290 MW to be installed anywhere in India. The Project provide for deployment of Solar PV Technology. However,the selection of Project would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Project.

10. Already commissioned project cannot be considered under this RfS. Project under construction or project which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Project, irrespective of their capacities will not be considered as eligible Project under this scheme.

GUIDELINES FOR IMPLEMENTATION OF THE RfS

11. This RfS document has been prepared based on the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected RE Power Project for utilization under scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage power" notified by Ministry of Power, Government of India vide Gazette Notification dated 27.08.2022 with subsequent amendments and clarifications thereof. These guidelines and their elaborations/ clarifications form the basis for selection of New Project under this RfS.

12. REC Power Development and Consultancy Limited (RECPDCL) has issued this RfS in the capacity of "Bid Process Coordinator" as defined by Ministry of Power vide its letter F.No. 09/11/2021- RCM- Part (1) dated 17th June, 2022.

GENERAL

13. The complete RfS Documents are available at ISN-ETS portal https://www.bharat-electronictender.com as well as on RECPDCL's website http://www.recpdcl.in. Interested bidders shall download the RfS Documents from the portal https://www.bharat-electronictender.com as per the provisions available therein.

14. Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com 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 theinterested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

    For proper uploading of the bids on the portal namely https://www.bharat-electronictender.com (hereinafter referred to as the 'portal'), it shall be the soleresponsibility 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 detailsare also mentioned on the Bid Information Sheet. RECPDCL 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 Section III – ITB of the Bidding Documents.

15. While submitting/ uploading the bids, the system through portal asks to key in the pass- phrase for encryption of the documents. The pass-phrase is required by RECPDCL for opening the bids (Separate for both First Envelopes as well as Second Envelopes).

    The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.

    In the event of not opening of the bid with the pass-phrase provided by the bidder, RECPDCL at its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, RECPDCL shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case,the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

16. 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 ITB and the contract shall be executed as per the provisions of the RfS Documents. The respective rights of RECPDCL and the Bidder/ SPD shall be governed by the RfS Documents.

17. Bidders shall submit their bid proposal online 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), RECPDCL website http://www.recpdcl.in and as indicated in the Bid Information Sheet.

18. Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated isa declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

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

20. Deleted

21. The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.

22. RECPDCL shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.

23. RECPDCL 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.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

4. 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.

5. 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 – III

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This part (Section – III) of the RfS Document provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of RECPDCL. It also provides information on bid submission and uploading the bid on portal portal https://www.bharat-electronictender.com, bid opening, evaluation and on contract award. This Section III contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of RECPDCL and Bidders/SPDs shall be governed by the RfS Documents.

Further in all matters arising out of the provisions of this Section – III and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Central Electricity Regulatory Commission and courts of New Delhi shall have exclusive jurisdiction.

1. OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of M/s ISN Electronic Tender Services Pvt. Limited https://www.bharat-electronictender.com. RfS document is also available atwww.recpdcl.in and www.recindia.nic.in.

Note: 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.

2. COST OF DOCUMENTS & 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 bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

For Online payment, Link for online payment is available on website (www.recpdcl.in) under the "Link for Online Payment" Tab.

For NEFT/RTGS bank details of RECPDCL are as under:
Name of Organization: REC Power Development and Consultancy Limited
Name of Bank & Branch: IDFC First Bank Limited, Birla Towers, 4th Floor East Tower & LGF West Tower, Barakhamba Road, New Delhi -110001
Bank Account Number: 10000697415
RTGS/IFSC Code No: IDFB0020101

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

Note: MSEs (Micro, Small Enterprises) registered under NSIC/DIC/Udyog Aadhaar only are exempted from submission of Document Fee, Bid Processing Fee & Earnest Money Deposit (EMD).

3. TOTAL CAPACITY OFFERED

3.1. Selection of Grid Connected Solar PV Power Projects for total capacity of 290 MW will be carried out through e-bidding followed by e-Reverse Auction process that will be setup anywhere in India. BPC may allocate and tie-up additional capacity of 290 MW under 'Greenshoe Option' that will be setup anywhere in India.

3.2. The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Projects on Build-Own- Operate (B-O-O) basis under the scheme.

3.3. **Capacity of Project:**

The minimum Project capacity shall be 290 MW. The SPDs shall demonstrate the contracted capacity at the Delivery Point, as defined in the Commissioning procedure enclosed in Appendix A-1.

The Solar Power Plant shall be designed for interconnection with the grid, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations (as amended fromtime to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).

Project Configuration:

The term "Project" shall have the meaning as defined in Section I 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).

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 290 MW, in the prescribed formats

The Bidder may however, set up the cumulative Project capacity at a single location, or he may configure the "Project" as being sub-divided into a number of "blocks", being set up at multiple locations within the Solar Park or outside of Solar Park, as applicable. Following points are to be noted in this regard:

(a) The Project may consist of any number of blocks. The minimum size of block shall be 5 MW and higher.

(b) A single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of blocks and each block configuration.

(c) A Single Power Purchase Agreement shall be signed for one Project.

(d) The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LOA until the deadline of Financial Closure, subject to the condition as per above. Neither RECPDCL nor PPGCL shall be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.

4. PROJECT LOCATION

The Project can be located anywhere in India.

5. PROJECT SCOPE & TECHNOLOGY SELECTION

Under this RfS, the SPD shall set up Solar PV Project including the electrical network up to the Delivery Point, at its own cost and in accordance with the provisions of this RfS document.

All approvals permits and clearances required for setting upof the Project including electric network and connectivity up to Delivery Point besides those required from State Government and local bodies shall be in the scope of the SPD.

The Project to be selected under this scheme provide for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.

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

6. MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER

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

(i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for **290 MW**, in the prescribed formats.

(ii) The total capacity along with Greenshoe option to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 580 MW.

(iii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for Allocation of Project is elaborated in Section-V of RfS.

(iv) In case the Bidder wishes to set up more than One Project, then the Projects would need to be physically identifiable for the Project Capacity with separate boundary wall,

separate injection points and metering arrangement.

(v) Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

7. CONNECTIVITY WITH THE GRID

The Project should be designed in accordance with the CERC and/or UPERC regulations for delivery of the energy at Uttar Pradesh State Periphery. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).

7.1 The Bidders are free to choose any of the UPPTCL/CTU substations for Interconnection of the Project to the grid from available margin in existing substations and in line with clause 7.12 below.

7.2 The Successful Bidder shall be required to follow the detailed connectivity procedure as issued by CERC/UPERC for connectivity with Inter-state and Intra-state transmission system, respectively as applicable and amended time to time.

7.3 As intimated above, the responsibility of getting the CTU/-STU connectivity shall entirely be of the SPD and shall be at the cost of the SPD, in line with applicable regulations. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at substation of CTU/STU. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. In case an SPD is required to use CTU/STU to bring solar power at Uttar Pradesh Periphery, it may do so per rule and regulations prescribed by the SERC/CERC in this regard. The operation and maintenance of Transmission system up to the Delivery Point shall be responsibility of the SPD, to be undertaken entirely at its cost and expense.

7.4 The arrangement of connectivity up to Delivery Point shall be made by the SPD at its own cost. The entire cost of transmission, all charges & losses, including the STU transmission charges & losses of the SPD's home State, usage of ISTS systems including connectivity charges/ GNA Access Charges towards additional GNA that UPPTCL may incur or any other charges incidental to transmission of such power till Delivery Point as may be applicable from time to time, POC, scheduling / SLDC/ RLDC charges etc. as applicable shall be borne by the Successful Bidder.

7.5 The transmission connectivity to the SPD may be provided by the STU/ CTU, as the case may be prior to commissioning of the project on the request of the SPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.

7.6 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from

which the pooled power can be transferred to the CTU and/or STU substation through a common transmission line subject to the following conditions;

a) Acceptance of such an arrangement by CTU/UPPTCL/ RLDC.

b) Energy injected by each Project will be recorded and signed jointly by all Project owners and copies of the same will be submitted to PPGCL/CTU/UPPTCL as required.

c) The energy accounts are divided and clearly demarcated for the powergenerated at solar project and are issued by the UPPTCL/STU/SLDC/RLDC/RPC concerned.

d) In case of Pooling substation, losses in the transmission line between the Pooling substation and the Delivery Point, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.

7.7 The SPD shall comply with CERC/UPERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.

In case of project connected through CTU network and/or in case of Inter-state project, the Scheduling and Dispatch of Power, Grid accountability, commercial settlement of purchased energy as well as energy drawl from the Grid shall be governed as per relevant CERC Regulations. In such case, the Scheduled Energy as certified by SLDC-UP in the state Energy Account based on the energy certified in REA by the concerned RPC shall be considered as Delivered Energy subject to adjustment on account of transmission losses of CTU, if any.

7.8 The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD. In order to remove potential discrepancies and ambiguities, the SPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of SLDC/ RLDCs concerned for the corridor of power flow, as per the Regulations in force, under intimation to PPGCL. PPGCL may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on PPGCL. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.9 Reactive power charges and charges against power drawn from grid as per CERC/UPERC regulations, shall be payable by SPD as per provisions of PPA.

7.10 The PPGCL will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.

7.11 The SPD shall be required to follow the detailed Procedure as issued by CERC/ CTU under the Central Electricity Regulatory Commission (Connectivity to the inter-StateTransmission System) Regulations, 2022 and / or UPERC under the Uttar Pradesh Electricity Regulatory

Commission (Grant of Connectivity to the Intra-StateTransmission System) Regulations, 2010 as well as other Regulations issued by CERC/ CEA/ UPERC and as amended from time to time. It is further clarified that the Entities 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 provisionsof the RfS and PPA. The entire cost of transmission, all charges & losses, including the STU transmission charges & losses of the SPD's home State, usage of ISTS systems including connectivity charges/ GNA Access Charges towards additional GNA that UPPTCL may incur or any other charges incidental to transmission of such power till Delivery Point as may be applicable from time to time, POC, scheduling / SLDC/ RLDC charges etc. as applicable shall be borne by the SPD. The Bidders are free to choose the UPPTCL substations from the options mentioned at https://upptcl.org.in or https://upneda.org.in for delivering the energy to Uttar Pradesh State Transmission utility.

The bidders are also free to choose the ISTS substations, if required, for interconnection of the Project to the Grid. 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 of having available margin as indicated by the respective substation owner.

ii. Existing substations where augmentation is under process or plans for augmentation have been announced.

iii. Substations located in the Northern, Western and Southern regions under the updated plan made available by the Minutes of meeting for Northern, Western and Southern Region Standing Committees and as displayed by the CTU on its website, https://www.ctuil.in/, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above choices will be liable for rejection. TheSPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish copies of the application, complete in all respect, to PPGCL at the earliest. SPD shall also have to provide the copy of in-principal grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by UPPTCL/CTU/ signing of connectivity agreement, as the case may be, to PPGCL.

The SPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of SPD, then the same may be considered as SPD's Event of Default and shall be dealt with as per the provision of PPA.

In case the SPD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to PPGCL.

The SPDs shall carry out their due diligence while selecting the substation for evacuation, so that the SCOD is not delayed. In case of delay beyond SCOD all the charges and losses that PPGCL may have to suffer shall be borne by the SPD. The SPDs are therefore advised

to carry-out the necessary due diligence while selecting the sub-station for evacuation so that SCOD is not delayed.

8. ENERGY SUPPLY BY SOLAR POWER DEVELOPER

8.1. Criteria for Energy Supply

The Bidders will declare the annual CUF of the Project at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 22%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation)as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 19%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by PPGCL to the extent of non-availabilityof grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

8.2. Shortfall in Generation

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

8.3. Excess Generation

Any excess generation over and above the declared annual CUF may be purchased by PPGCL at its discretion (without any obligation to do so) at a fixed tariff of 75% (seventy-five percent) of the PPA tariff. However, the SPD shall inform at least 60 days in advance of such excess generation to PPGCL, to enable PPGCL take necessary actions for sale of this excess generated energy. PPGCL shall be required to intimate its approval/refusal to the SPD,for buying such excess generation not later than 30 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by PPGCL within the said period of 30 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.

While the SPD would be free to install DC solar field as per its design of required output, including its requirement of auxiliary consumption, SPD will not be allowed to sell any excess power to any other entity other than PPGCL (unless refused by PPGCL).

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have

to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

8.4. **Generation Compensation for Offtake Constraints:**

a. Offtake Constraints due to Transmission Infrastructure/ Grid Unavailability:

After the Scheduled Commissioning Date, if the SPD is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the SPD, then SCD for such project may be revised as the date as on 30th day subsequent to the readiness of the Delivery Point and other power evacuation infrastructure. Decision on requisite extension on account of the above factor shall be taken by PPGCL on case-to-case basis after examining the issue.

Or

i. The SPD may seek compensation as per extant Central Electricity Regulatory Commission (CERC)/ UP Electricity Regulatory Commission (UPERC) Regulations as applicable.

ii. However, it is clarified that if the Project is ready for commissioning prior to the Scheduled Commissioning Date, but the offtake is constrained because of inadequate/incomplete power evacuation infrastructure, no compensation shall be permissible.

b. Offtake Constraints due to Backdown:

i. The SPD and the PPGCL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. No SPD qualified as must-run power plant defined as per the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules 2021, duly commissioned, shall be directed to back down by the PPGCL as per provisions of the Rules. In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the SPD shall be eligible for a Minimum Generation Compensation, from the PPGCL, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	***Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month)]X PPA Tariff*** Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.

ii. The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA).

iii. No back-down/ curtailment to be ordered without giving formal/ written instructions for the same.

9. CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

The Solar Power Developer is required to obtain all necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:

i. Land acquisition: Submission of documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name ofthe SPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or PPGCL, in case of default of the SPD."

ii. No Objection Certificate (NoC)/Environmental Clearance (if applicable) for the Project.

iii. Forest Clearance (if applicable) for the land for the Project.

iv. Approval for Water from the concerned authority (if applicable) required for the Project.

v. A letter from State Transmission Utility (STU)/Central Transmission Utility (CTU)[or Solar Power Park Developer, in case of selected site being a solar park] confirming technical feasibility of connectivity of the plant to STU/CTU substation. If the Project site is located in the same State as the PPGCL, State Govt. shall endeavor to provide necessary support to facilitate the connectivity of the plant to STU/CTU substation.

vi. Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, will be required to be submitted to PPGCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtained all the necessary clearances for establishing and operating the Project. Any consequencescontrary to the above shall be the responsibility of the SPD.

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

Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of 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 wherethe SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

10. EARNEST MONEY DEPOSIT (EMD)

10.1. Earnest Money Deposit (EMD) of **INR 9 Lakh/ MW**, in the form of Bank Guarantee according to Format 7.3A and valid for 09 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.

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

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further,an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revisedsubmission 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.

10.3. RECPDCL has agreed to accept the EMD in the form of an unconditional and irrevocableBank 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 RECPDCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with RECPDCL.

10.4. **PAYMENT ON ORDER INSTRUMENT (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by RECPDCL within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3C of the RfS, within the timelines as per Clause 10.1 above, for the amount and validity period as per Clause 10.1 above.

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

10.5. The Bank Guarantees /POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

10.6. All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shallbe borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: REC Power Development and Consultancy Limited and a confirmation in this regard is received by RECPDCL".

11. PERFORMANCE BANK GUARANTEE (PBG) / PAYMENT ON ORDER INSTRUMENT (POI)

11.1 Bidder selected by RECPDCL based on this RfS shall submit Performance Guarantee for a value **@ INR 17.5 Lakh/ MW** within 7 working days prior to signing of PPA (PPA signing date shall be intimated by RECPDCL/ PPGCL). It may be noted that successful Bidder shall submit the Performance Guarantee according to the **Format 7.3B** with a validity period of 27 months from the Effective Date of the PPA. 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 RECPDCL to the successful Bidder. Further,

(i) The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee/ POI shall be a material breach of the term of PPA on the part of the SPD.

(ii) If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in the PPA or any further extension thereof granted by PPGCL, subject to conditions mentioned in Article 4.5 of PPA, PPGCL shall encash the Performance Bank Guarantee/ POI equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 of PPA as on the date of encashment without prejudice to the other rights of PPGCL under the PPA .

11.2. **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by PPGCL within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Sl. 11.1. above, for the amount and validity period as per those in Sl. 11.1 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Sl. 11.1 above, will be applicable in this case too.

11.3. All Performance Bank Guarantees (PBGs)/ Payment on Order Instruments (POIs) shallbe submitted separately for each Project.

Note: The PBGs/POIs 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/POI may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG/POI issued in the name of the SPV, prior to signing of PPA.

11.4. The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listedon the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 11.3 above.

11.5. The format of the Bank Guarantees prescribed in the Formats 7.3 A (EMD) and 7.3 B (PBG)/7.3 C (POI) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG/POI and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

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

11.7. The selected Bidder for the Project selected based on this RfS is required to sign PPA with PPGCL within 60 Days after the issue of LoA, subject to adoption of tariff by commission. In case, PPGCL offers to execute the PPA with the Selected Bidder and if theSelected Bidder does not submit the requisite documents as per Clause No. 15, Section- III, Instructions to Bidders (ITB) of RfS documents 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 PPGCL / RECPDCL from the Bank Guarantee available with PPGCL / RECPDCL (i.e. EMD) 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.

11.8. The Bank Guarantees/POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

11.9. All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to …… IFSC:…… , Client Name: Prayagraj Power Generation Company Limited and confirmation in this regard is received by PPGCL" (to be provided later to the selected bidders).

11.10. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

11.11. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the BankGuarantees.

11.12. After the bidding process is over, RECPDCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG/POI of SPDs shall be returned to them, immediately after successful commissioning of their project as per terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 17.2, Section-III, Instructions to Bidders (ITB) of RfS.

12. SUCCESS CHARGES

The Selected Bidder shall have to pay **INR 1.00 Lakh/ MW/ Project + 18%** GST to RECPDCL towards administrative overheads, as a Success charges. The amount shall be computed based on the quantum of power agreed by the Bidder (including capacity if agreed under the Greenshoe Option). The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 7 working days prior to signing of PPA. Any delay in depositing the said amount to RECPDCL as mentioned above within the stipulated time shall attract late payment charges @12% per annum + 18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only besigned after deposit of the Success Charges to RECPDCL. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum on pro- rata basis.

13. INTEGRITY PACT (IP)

In respect of this project, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with you, as per Format 7.16. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

A) Shri Sudhir Bhargava, IAS (Retd.)
B) Dr. Varesh Sinha, IAS (Retd.)

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in RECPDCL or directly with the IEM at RECPDCL office at following Address:

REC Power Development and Consultancy Limited,
D-Block, REC Corporate Headquarter, Plot No. I-4, Sector – 29, Gurugram – 122001, Haryana
Kind Attn.: Chief General Manager (Technical)
E-mail: - re.tbcb@recpdcl.in ; pshariharan@recpdcl.in

The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will

also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:
(i) Shri P.S. Hariharan, Chief General Manager (Technical), RECPDCL

14. FORFEITURE OF EMD

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

14.1. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

14.2. In case, PPGCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 15, Section-III, Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;

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

14.4. If the bidder fails to furnish required PBG/POI in accordance with Clause No. 11,Section-III, Instructions to Bidders (ITB) of RfS documents;

15. POWER PURCHASE AGREEMENT (PPA)

15.1. PPGCL shall enter into Power Purchase Agreement (PPA) with successful Bidder selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between PPGCL and the selected SPD is made available on ISN-ETS Portal https://www.bharat-electronictender.com and also in RECPDCL website www.recpdcl.in. The PPA will be signed after adoption of tariff by UPERC. PPA will be executed between PPGCL and selected bidder or its SPV.

Note: PPA will be executed between PPGCL and the SPD as per the cumulative Project capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter(Format 7.1), which can be changed by the SPD prior to signing of PPA, keeping the total contracted capacity as 290 MW or 580 MW in case the Bidder agrees for additional capacity under Greenshoe option . The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to PPGCL at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity for the Project on account of changes in the project parameters from the data as submitted in the Covering letter, shall be at the risk and cost of the Successful Bidder. The PPA shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Project.

15.2. The Performance Bank Guarantee as per Clause 11 above and Success Charges as per Clause 12 above, shall be submitted by the SPD prior to signing of PPA. Before signingof PPA

between PPGCL and the SPDs, PPGCL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is foundthat the documents furnished by the SPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

15.3. Successful bidder will have to submit the required documents to PPGCL within 45 days from the issue of LoA. In case of delay in submission of documents beyond the 45 daysas mentioned above, PPGCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA or date of signing of PPA, whichever is later.

15.4. Effective Date of the PPA shall be the date of signing of PPA.

15.5. The SPDs will be free to repower the project from time to time during the PPA duration. However, PPGCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA).

15.6. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD and PPGCL.

16. FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS ANDLAND ARRANGEMENTS

16.1. The Project shall achieve Financial Closure within 12 (Twelve) months from the Effective Date of the Power Purchase Agreement (PPA).

16.2. At the stage of financial closure, the SPDs shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the SPD 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.

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

16.4. In case of default in achieving above condition as may be applicable within the stipulatedtime, PPGCL shall be entitled to encash Performance Bank Guarantees/Payment on Order Instrument 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 SPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, 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 SPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, PPGCL shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs 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 PPGCL shall encash the PBG of the corresponding SPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period ofdelay as estimated by the SPD. In case of the SPD meeting the

requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by PPGCL. 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 SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based onthe project capacity commissioned as on Scheduled Commissioned Date.

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

16.6. Land arrangements:

a. The SPD shall be entirely responsible for acquiring the land required for setting upthe project and PPGCL shall not in any manner be responsible for the same.

b. The SPD shall submit documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the SPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or PPGCL, in case of default of the SPD. The SPD shall be required to demonstrate possession of a minimum area of 1.5 ha/MW for the awarded Project Capacity.

c. The SPD shall submit a sworn affidavit from the authorized signatory of the SPD listing the details of the land and certifying that total land required for the Project is under clear possession of the SPD.

16.7. With respect to demonstration of land possession by the SPD, commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of Clause 16.6 (b). However, in case of delays in demonstrating land possession by the SPD on account of Government delay (including but not limited to delay in land usepattern 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.

17. COMMISSIONING

The Commissioning of the Project shall be carried out by the SPD in line with the procedure given in PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). PPGCL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the PPGCL after successful commissioning.

17.1. PART COMMISSIONING

Part commissioning of the Project shall be accepted by PPGCL subject to the condition that

the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of liquidated damages, in terms of the PPAon the part which is not commissioned. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the SPD prior to declaration of commissioning of the said part capacity.

For example, a project of 70 MW may be commissioned in 2 parts: First being a part capacity of 50 MW and the remaining part capacity being 20 MW.

Similarly, part commissioning of a project of 110 MW capacity shall be done as follows:1st part capacity=50 MW, 2nd part capacity 50 MW or above and 3rd part capacity=10 MW. However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force as per terms for a period of 25 (twenty five) years from the SCD.

17.2. **COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING**

a) The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of theProject shall be the date as on 18 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 01.01.2024, then SCD shall be 01.07. 2025).

b) The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** from the SCDor the extended SCD (if applicable) (for e.g., if SCD of the Project is 01.07.2025, then the above deadline for Project commissioning shall be 01. 01.2026).

c) In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 17.2. b 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 290 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/290) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

In case the Commissioning of the Project is delayed beyond the date as per Clause 17.2.b, the PPA capacity shall stand reduced/ amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

17.3. **Delay in commissioning on account of delay in GNA Operationalization /Connectivity**

SPD shall carry out their due diligence to finalize the sub-stations so that project is commissioned within SCD timelines. Moreover, the costs regarding ISTS/Access charges factored in by he SPD if the Project is commissioned beyond June 30, 2025 and does not qualify or partially qualifies for ISTS waiver as per MoP order dated 21.06.2021 or any other order issued from time to time. Further, the responsibility of obtaining connectivity

shall be of SPD prior to commissioning of the project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU and/or there is a delay in readiness of the CTU/STU substation for injection of power including readiness of transmission infrastructure of the CTU/STU network until SCD of the Project, and it is established that:

(i) The SPD has complied with the complete application formalities as per Clause .12 above and as per the detailed procedure as issued by the CTU/STU,

(ii) The SPD has adhered to the applicable procedure in this regard as notified by the CERC/CEA/SERC/STU/CTU, and

(iii) The delay in grant of connectivity/ GNA by the CTU and/or delay in readiness of the CTU/STU substation, including readiness of the power evacuation and transmission infrastructure of the CTU/STU network, is a factor attributable to the CTU/STU/transmission licensee and is beyond the control of the SPD;,

The above shall be treated as delays beyond the control of the SPD and SCD for such Project shall be revised as the date as on 30 days subsequent to the readiness of the Pooling point at PSS and/or Delivery Point at GSS and power evacuation infrastructure and/or grant of connectivity. Decision on requisite extension on account of the above factor shall be taken by PPGCL.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the SPD, PPGCL 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 30.06.2025, decision on time extension will be under the purview of MNRE in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard.

17.4. EARLY COMMISSIONING

The SPD 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. Early part commissioning of the Project will be allowed solely at the risk and cost of the SPD and PPGCL may purchase the energy from such early part commissioned Project @ 75% (seventy- five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCD, PPGCL may purchase the generation at PPA Tariff.

In case PPGCL does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the SPD will be free to sell such energy to a third party, until SCD or the date of commencement of procurement of power from the Projectas notified by PPGCL, whichever is earlier

18. COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date on which the commissioningcertificate

is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the project, as the case may be.

19. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

19.1. The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with PPGCL.

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

Following shall not be considered as change inshare holding as mentioned above:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares with in the members of Promoter Group.
5. Transfer of shares to Investor Education and Protection Fund (IEPF).
6. Issue of Bonus Shares.

19.3. **In case of Project being executed through SPVs:** The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year after the COD, except with the prior approval of PPGCL. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year after COD, except with the prior approval of PPGCL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

19.4. **In case of the selected Bidder itself executing the PPA,** it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (One) year from the COD, except with the prior approval of PPGCL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

19.5. **In case of companies having multiple promoters** (but none of the shareholders having

more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (One) year after COD.

19.6. Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to PPGCL. Transfer of controlling shareholding of the company developing the project within the same group of companies will howeverbe allowed after COD with the permission of PPGCL, subject to the condition that, the management control remains within the same group of companies.

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

20. STRUCTURING OF THE BID SELECTION PROCESS

20.1. Single stage, Two Envelope bidding followed by e-Reverse Auction followed by selection of L-1Bidder, has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 21, Section-III, Instructions to Bidders (ITB) of RfS.

20.2. Aggregate capacity offered under this RfS is 290 MW with Greenshoe option of additional capacity of 290 MW.The maximum capacity that can be allocated to a Bidder shall be limited to 580 MW. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No. 21, Section-III,Instructions to Bidders (ITB) of RfS.

21. 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:

1. Covering Letter as per Format 7.1

2. 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 inoriginal 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.

3. Earnest Money Deposit (EMD) in the form as per Format 7.3 A

4. Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director or any person authorized by the Board of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project and to sign the PPA with PPGCL. Board Resolution from each of the Consortium Members in favour of the personsigning 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.

5. 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.

6. 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.

7. Undertaking regarding no willful default and no major litigation pending as per Format 7.7.

8. A disclosure statement as per Format 7.13/7.14 regarding participation of any relatedcompanies in the bidding process.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per Format 7.14. In all other cases, Format

7.13 will be applicable.

9. Format for Technical Criteria as per Format 7.9 (to be filled out separately for each Project) in line with Clause B, Section IV, Instructions to Bidders (ITB) of RfS.

10. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per Format 7.10 (to be filled out separately for each Project).

11. Format for Integrity Pact (Signed) as per Format 7.16

12. Format for Technical requirement as per Format 7.17

13. 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 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 tosigning 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 relevantprovision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted priorto 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. PPGCL 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 timelines.

d. Certified copies of annual audited accounts for the last financial year, i.e., FY 2022-23, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

f. Bidder shall be additionally required to furnish the break-up of the Preliminary Estimate of Cost of Solar PV Project as per Format 7.12 as part of the response to RfS.

22. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

22.1. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

22.2. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 21, Section-III, Instructions to Bidders, ITB of RfS.

22.3. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, RECPDCL/ PPGCL reserves the right to reject such response to RfS and/ or cancel the Letter of Award, if issued, andthe Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission ofresponse to RfS.

22.4. If the event specified at 22.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

22.5. Response submitted by the Bidder shall become the property of the RECPDCL/ PPGCL and RECPDCL/ PPGCL shall have no obligation to return the same to theBidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause No. 10, Section-III, Instructions to Bidders (ITB) of RfS.

22.6. All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

22.7. The response to RfS shall be submitted as mentioned in Clause No. 21, Section-III, Instructions to Bidders (ITB) of 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, RECPDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

22.8. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box(EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of technical bid.

22.9. All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

22.10. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

22.11. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by RECPDCL.

22.12. Response to RfS not submitted in the specified formats will be liable for rejection by RECPDCL.

22.13. Bidders delaying in submission of additional information or clarifications soughtwill be liable for rejection.

22.14. Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of RECPDCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

22.15. The UP Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and PPGCL. Subject to the above, only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

22.16. All the financial transactions to be made with PPGCL and RECPDCL including success fee, delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

23. NON-RESPONSIVE BID

The electronic response to RfS submitted by the bidder along with the documentssubmitted **online** to RECPDCL 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 inthe Bid Information Sheet;

(b) Non-submission or partial submission of EMD in acceptable form along with RfS document.

(c) Response to RfS not received by the due date and time of bid submission;

(d) 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;

(e) Non-submission of Original Bank Guarantee and/or DDs/Pay order against Cost of RfS Document and/or DDs/Pay order against Bid Processing Fee;

(f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;

(g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;

(h) 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.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process. **Further, in case of (b), such bidder will be debarred from participating in any of the tenders issued by RECPDCL and PPGCL, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.**

24. METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

24.a Documents to be Submitted Offline (in Original)

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

i) DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

ii) Bank Guarantee/Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3 A). One EMD may be submitted for the cumulative capacity quoted by the bidder.

iii) Pass-phrases for Techno-commercial and financial bids submitted on the ETS portal.

iv) Duly signed integrity pact between RECPDCL and the bidding company. The Bidder shall submit the Integrity Pact in the format as prescribed in Format 7.16, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in original one (01) copy in a separate envelope, duly superscripted with Integrity Pact. The Bidder shall submit the Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Integrity Pact shall be signed and submitted by each member of the Consortium separately.

No documents will be accepted in person, on or before the date of bid submission. DDs/Pay Orders against the cost of RfS document and bid processing fee may be submitted in person, subsequent to expiry of bid submission deadline and up to the date as on two (2) working days after the deadline.

Bank Guarantee/ Payment on Order Instrument against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee/ POI, either in person or through post, at the office of RECPDCL 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.

Note: In all cases, the Bank Guarantee/ POI against EMD and DDs against the above fee (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.
For e.g., if the bid submission deadline is 18:00 hrs on 05.11.2022, the above deadline will expire at 18:00 hrs on 07.11.2022. In case of the above deadline being a holiday, the next working day in RECPDCL will be the deadline for submission of BankGuarantees/ POI and/or DD/Pay Order against Cost of RfS Document and Bid Processing Fee.
The bidding envelope shall contain the following sticker:

24.b **The bidding envelope shall contain the following sticker:**

Request for Selection (RfS) Document For Selection of Solar Power Developer for setting up of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional 290 MW under Scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power	
Cumulative Capacity of the project applied for	_____*MW*
No. of Project Bid for	
RfS Reference No.	RECPDCL/Solar/ PPGCL/2023-24/2740, Dated: 20/11/2023
Submitted by	*(Enter Full name and address of the Bidder)*
Authorized Signatory	*(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)*
Bid Submitted to	Chief General Manager (Technical) REC Power Development and Consultancy LimitedD-Block, REC Corporate Headquarter, Plot No. I-4, Sector – 29, Gurugram – 122001, Haryana Email: re.tbcb@recpdcl.in ; pshariharan@recpdcl.in

24.c 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 mentionedin the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/ POI for requisite amount and/or DDs/Pay order against cost of RfS Document and bid processing fee offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

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

1. **Technical Bid (First Envelope)**

The Bidder shall upload single technical bid containing the **scanned copy** of 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, 7.9,7.10, 7.13/7.14, and 7.17 as elaborated in Clause No. 21, Section-III, Instructions to Bidders (ITB).

(b) All attachments elaborated in Clause No. 21, Section-III, Instructions to Bidders (ITB), under the sub-clause 12, Attachments with proper file names.

(c) All supporting documents regarding meeting the eligibility criteria.

(d) Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfSDocument 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: The Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before thecommencement of the Online Tender Opening Event (TOE) of Technical bid.

2. **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 - 7.11 of this RfS document

(b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.12

Only single tariff bid for 290 MW Capacity, 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 thebid shall be considered as non-responsive.

Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops 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 the offline documents in the office of RECPDCL within the bid submission deadlines, the online bid of the Bidder shall notbe 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 andthe EMD/ POI shall be returned to the respective bidder.

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

25. NOTICE BOARD FOR DISPLAY

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

MW Grid Connected Solar PV Project by
---------- (insert name of the SPD)
[Under RfS for

Selection of Solar Power Developer for setting up of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity 290 MW

Under

Scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power
by

Prayagraj Power Generation Company Limited

26. VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("BidValidity"). RECPDCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

27. BID PREPARATION COST

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. RECPDCL shall not be responsible in any way for such costs, regardless of the conductor outcome of the bid process.

28. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

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

28.2. RECPDCL will make effort to respond to the same in the Pre-Bid Meeting to be heldas mentioned in the Bid Information Sheet. A compiled list of such questionnaireand RECPDCL's response will be uploaded in the ISN-ETS portal https://www.bharat-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by RECPDCL which will be notified on RECPDCL/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

28.3. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on RECPDCL's website).

28.4. Enquiries/ Clarifications may be sought by the Bidder from

Name of the Authorized Person of RECPDCL:	Contact Details:
Shri Ankit Kumar (Chief Manager)	*ankit.kumar@recpdcl.in*
Shri Ritam Biswas (Assistant Manager)	*ritam.biswas@recpdcl.in*

29. RIGHT OF RECPDCL TO REJECT A BID

RECPDCL 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 EMD submitted by the Bidders shall be returned to the respective Bidders.

30. 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 SPD. PPGCL shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by RECPDCL/ PPGCL for compliance of above- mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.

SECTION - IV

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

A. GENERAL ELIGIBILITY CRITERIA

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

A.1 The Bidder shall be a Company as defined.

A.2 Bidding Consortium with one of the Companies as 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 signingof 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 ofdoubt, 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 inthe Consortium Agreement (Format 7.5).

A.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% shareholdingin 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 of a foreign company participating as a member of consortium, the clauseno. A.7 mentioned below shall be applicable.

A.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:

(a) 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).

(b) "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.

(c) "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

i. An entity incorporated, established or registered in such a

country; or

ii. A subsidiary of an entity incorporated, established orregistered in such a country; or

iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or

iv. An entity whose beneficial owner is situated in such a country; or

v. An Indian (or other) agent of such an entity; or

vi. A natural person who is a citizen of such a country; or

vii. A consortium where any member of the consortium falls under any of the above.

(d) In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.15 of the RfS.

(e) Other provisions of the referred OM dated 23.07.2020 will also be applicable for this RfS. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

A.5 Limited Liability Partnership (LLPs) are not eligible for participation.

A.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.

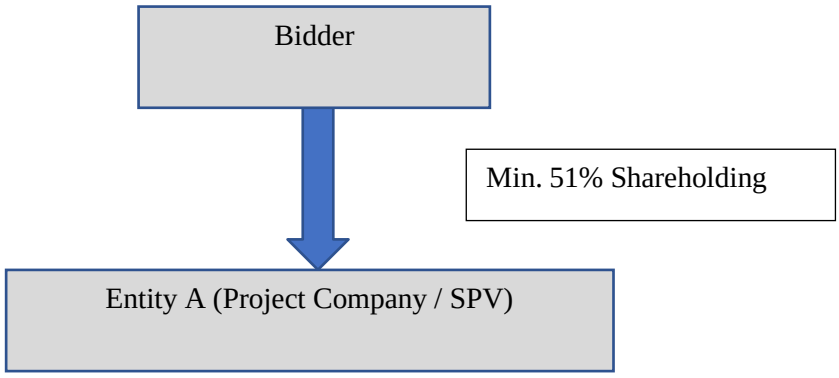
A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to PPGCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with PPGCL, i.e., the 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. Thisshall 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 years after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of PPGCL, subject to the condition that, the management control remains within the same group of companies.

A.8 The Bidder or any of its Affiliates should not be a willful 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 onthe ability or the suitability of the Bidder to undertake the Project. **The Bidder shall submit an undertaking to this effect as per Format 7.7.**

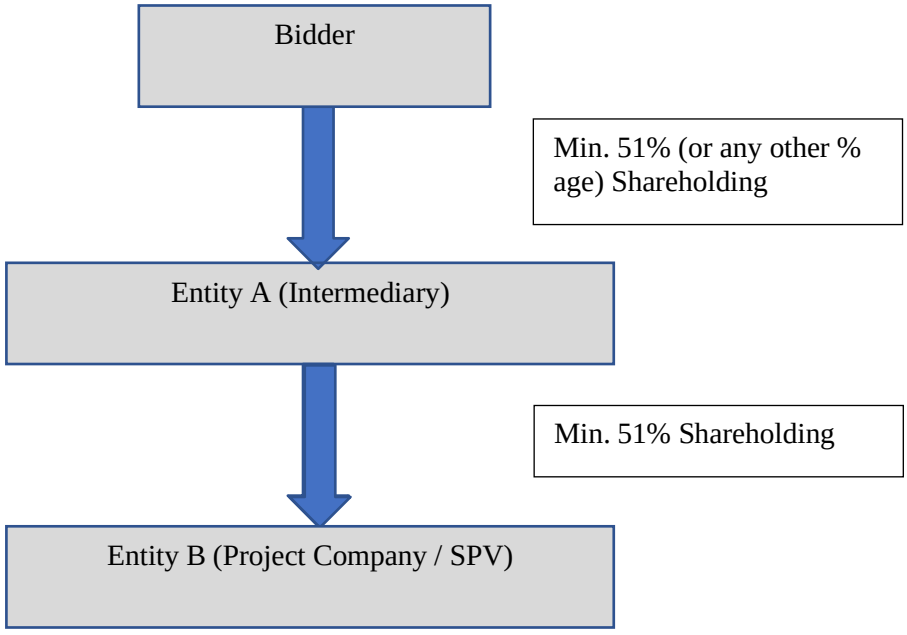
A.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the

bidder, without any intermediaries involved. The following illustrations are provided to clarify the same. As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

SCENARIO – 1



SCENARIO – 2



B. TECHNICAL ELIGIBILITY CRITERIA

B.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.13/7.14. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial

Closure.

The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No.16 under the sub title "Financial Closure" in Section-III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 7.13/7.14.

B.2 Detailed technical parameters for Solar PV Project to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. 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 beapplicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

Further, Components used in Solar PV Project except Photovoltaic Modules shall be strictly comply with MNRE Order F.No. 283/22/2019-GRID SOLAR, dated 09th February, 2021 for public procurement (Preference to Make in India) to provide for purchase preference (linked with local content) in respect of Renewable Energy (RE) Sector and its subsequent amendments and clarifications issued until the bid submission deadline, if any, shall be applicable for this RfS.

The undertaking shall be submitted as per enclosed Format 7.13.

B.3 The Project shall also comply with the criteria for power generation detailed in Clause No. 8.1 in Section-III, Instructions to Bidders (ITB) of RfS.

B.4 The Bidder should have experience of successful commissioning of Solar Power Generation Project of atleast 500 MW, with successful commissioning of a single project of minimum 200 MW capacity in last five years from the Bid Deadline. The Project details shall be submitted as per enclosed Format 7.17.

B.5 In case of the Bidder being a Bidding Consortium, Technical qualification is to be met by the Lead Member of the Bidding Consortium.

Bidder / the Lead Member of the Bidding Consortium may seek qualification on the basis of technical capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per B.4 above. In such cases, the Bidder shall be required to submit consent letter from the CEO/ Managing Director of the Affiliate(s).

C. FINANCIAL ELIGIBILITY CRITERIA

C.1 Net-worth

a. The Net Worth of the Bidder should be equal to or greater than **INR 100 Lakhs/ MW** as on the last date of previous Financial Year i.e. FY 2022-23 or as on the day at least 7 days prior to the bid submission deadline.
b. The net worth to be considered for the above purpose will be the cumulative net-

worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.

c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

C.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:

a. A minimum annual turnover of **INR 50 Lakhs/ MW** during the previous financial year, 2022-23 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 arrivingat the annual turnover.

b. Internal resource generation capability, in the form of Profit Before Depreciation, Interest and Taxes (PBDIT) for a minimum amount of **INR 8.30 Lakhs/ MW** as on the last date of previous financial year, 2022-23, or as on the day at least 7 days prior to the bid submission deadline.

c. In-principal sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 10.36 Lakhs/ MW** 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.

C.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 C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantee 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.

C.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

C.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2022-23, 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 auditedaccounts 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 ofresponse 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.

C.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 (RBI) reference rates prevailing on the date of closing of the accounts forthe respective financial year.

C.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for suchconversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.

C.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 100MW, then, total Net-Worth to be met by the Consortium is Rs. 90 lakh x 100MW = Rs. 90 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 63 Crores and to be met by Consortium Member B would be Rs. 27 Crores. Similar methodology shall be followed for computation of liquidity requirement.

SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

5.1 BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

5.2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS

5.a First Envelope (Technical Bid) Evaluation (Step 1)

5.a.1 The first envelope (Technical Bid submitted online) of only those bidders will be openedby RECPDCL whose required documents as mentioned at Clause No. 24, Section-III, Instructions to Bidders (ITB) of this RfS are received at RECPDCL office. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee/ POI and/or DDs/Pay order against Cost of RfS document and Bid opening processing fee.

For e.g., if the bid submission deadline is 18:00 hrs on 05.12.2022, the online bid opening will be conducted on 08.12.2022. In case of the above deadline being a holiday,the bids will be opened to the Bidder on the next working day.

5.a.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.

5.a.3 Subject to Clause No. 22, Section-III, Instructions to Bidders (ITB) of this RfS, RECPDCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, RECPDCL 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 anyclarifications/ additional documents sought by RECPDCL within 07 (seven) days from the date of such intimation from RECPDCL. 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. RECPDCL shall not be responsible for rejection of any bid on account of the above.

5.a.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

5.b Second Envelope (Financial Bid) Evaluation (Step 2)

In this step evaluations of Techno-Commercially Qualified Bids shall be done based onthe "First Round Tariff Bid" quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

5.b.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.

5.b.2 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 the 290 MW Capacity. **The tariff has to be quoted in IndianRupee 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 thequoted tariff is INR 2.337, then it shall be considered as INR 2.33).

5.b.3 In this step, evaluation will be carried out based on tariff quoted by Bidders.

5.b.4 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 RECPDCL. Thereafter, RECPDCL will take appropriate action as deemed fit in consultation with PPGCL.

5.b.5 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.

5.b.6 All Bidders with same tariff shall be eligible for reverse auction round as mentioned in Clause No. 5.3 of this Section- V.

5.b.7 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	*L1*
B2	₹ 2.20 (Tariff in ₹/ kWh)	*L2*
B3	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B4	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B5	₹ 2.43 (Tariff in ₹/ kWh)	*L4*
B6	₹ 2.60 (Tariff in ₹/ kWh)	*L5*
B7	₹ 2.65 (Tariff in ₹/ kWh)	*L6*
B8	₹ 2.69 (Tariff in ₹/ kWh)	*L7*
B9	₹ 2.70(Tariff in ₹/ kWh)	*L8*

5.3 REVERSE AUCTION (STEP - 3)

I. The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the days as intimated by RECPDCL to the eligible bidders.

II. All the techno-commercially qualified bidders would be eligible for reverse auction.

III. At least 7 days 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 meeting the qualification requirements. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all the techno-commercially qualified bidders.

IV. Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.

i. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

ii. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can quote its revised discounted tariff which has to be at least 01 (One) Paisa less than current L-1 tariff.

iii. Bidders can only quote any value lower than L-1 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 L-1 tariff discovered in financial bid opening evaluation.

iv. In the bidder's bidding window, the following information can be viewed by the bidder:

a. Its tariff as quoted in financial round and their last quoted tariff.
b. Initial L-1 tariff and Current L-1 tariff.

v. 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 during the last 8 minutes of auction period or extended auction period.

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.

vi. In case, two bidders have quoted the same L-1 tariff in First Round Tariff and no bid has been received in e-Reverse Auction resulting in premature conclusion of e-RA process, then the decision for selection of Bidder shall vest with Competent Authority

5.4 SELECTION OF SUCCESSFUL BIDDER

Upon conclusion of E-RA process, the L-1 bidder will be declared as Successful Bidder under the RfS.

Post selection of the Successful Bidder, PPGCL may offer additional capacity of 290 MW to be supplied under the Greenshoe option.

The Successful Bidder shall be obligated to reply within 05 (five) days to the offer made conveying either its acceptance or rejection to the additional capacity on offer.

5.5 ISSUANCE OF LoA

Subsequent to completion of activities listed in Clause 5.4, Letters of Award (LoA) will be issued to the Successful Bidder for the Contracted Capacity of 290 MW or 580 MW as may be agreed in terms of Clause 5.4. In case of a Consortium being selected as the Successful Bidder, the LoA will be issued to the Lead Member of the Consortium.

RECPDCL reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, RECPDCL decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders. The final decision to issue LoA shall be taken by RECPDCL in consultation with PPGCL and LoA shall be placed by RECPDCL on behalf of PPGCL.

SECTION - VI

OTHER PROVISIONS

1. ROLE OF STATE NODAL AGENCIES

It is envisaged that the State Government shall appoint any Agency as a State Level Agency which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Project withinthe scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementationof project.
- Support during commissioning of project.

2. ROLE OF CENTRE TRANSMISSION UTILITY/PGCIL/STU

It is envisaged that the CTU/PGCIL/STU will provide transmission system to facilitatethe evacuation of power from the UMREPP which may include the following:

i) Upon application of Connectivity as per SERC/CERC Regulations, CTU/STU shall coordinate with the concerned agencies for grant of connectivity.

ii) Support during commissioning of project.

iii) Coordination among various State and Central agencies for evacuation of power.

3. ROLE OF REC POWER DEVELOPMENT & CONSULTANCY LIMITED (RECPDCL)

It is envisaged that RECPDCL is an authorized representative of the procurer i.e., PPGCL.

i) RECPDCL is working as bid process coordinator on behalf of PPGCL.

ii) RECPDCL is engaged till signing of power purchase agreement betweensuccessful bidder and PPGCL.

SECTION - VII

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

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

i) Format of Covering Letter (Format 7.1)

ii) Format for Power of Attorney (Format 7.2)

iii) Format for Earnest Money Deposit (EMD) (Format 7.3 A)

iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)

v) Payment on Order Instrument (POI) (Format 7.3 C)

vi) Format for Board Resolutions (Format 7.4)

vii) Format for Consortium Agreement (Format 7.5)

viii) Format for Financial Requirement (Format 7.6)

ix) Undertaking regarding no willful default and no major litigation pending (Format 7.7)

x) Deleted

xi) Format for Technical Criteria (Format 7.9)

xii) Format for Proposed Technology Tie-up (Format 7.10)

xiii) Format for submission of Financial Bid (Format 7.11)

xiv) Format for Preliminary Estimate of Cost of Solar PV Project (Format 7.12)

xv) Format for Disclosure (Format 7.13)

xvi) Format for Disclosure, in case of consortium (Format 7.14)

xvii) Format for Declaration on Restriction on Procurement (Format 7.15)

xviii) Format for Integrity Pact (Format 7.16)

xix) Format for Technical Requirement (Format 7.17)

xx) Technical Requirements for Grid Connected Solar PV Project (Annexure - A)

xxi) Check List for Bank Guarantees (Annexure-B)

xxii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)

xxiii) Checklist for Financial Closure (Annexure-D)

Format 7.1

COVERING LETTER

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

Ref.No._____ Date: _____

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

_____

_____

Tel.#:
Fax#:
E-mail address#

To
REC Power Development and Consultancy LimitedD-Block, REC Corporate Headquarters, Plot No. I-4Sector-29, Gurugram – 122001, Haryana

Sub:..... Response to RfS No. …….. dated for Selection of Solar Power Developer for Setting up of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW

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 25 years to Prayagraj Power Generation Company Limited (PPGCL), 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, (as mentioned in Format 7.13 under Disclosure) OR We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.14 in this regard (strike out whichever not applicable). We are submitting RfS for the development of following Solar PV Project(s): -

Project No.	**Capacity (MW)**	**Proposed CUF**
Total	**290 MW**	

1. We give our unconditional acceptance to the RfS, dated ……[Insert date in dd/mm/yyyy], standard PPA documents attached thereto, issued by REC Power Development and Consultancy Limited (RECPDCL). In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by RECPDCL, thesame 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 No. 17 of ITB 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 No. 10, Section-III, ITB carefully before filling). We have enclosed EMD of INR……(Insert Amount), in the form of Bank Guarantee no……. [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 7.3A from [Insert name of bank providing bank guarantee] and valid up to…..... in terms of Clause No. 10, Section-III, ITB of this RfS. The total capacity of the Solar PV Project offered by us is ……. MW [Insert Cumulative capacity proposed].

3. We hereby declare that in the event our Project get selected and we are not able to submitBank Guarantee of the requisite value(s) towards PBG/POI, Success charge for the selected Project, within due time as mentioned in Clause Nos. 11 & 12, Section-III, ITB of this RfS on issue of LoA by RECPDCL for the selected Project and/ or we are not able to sign PPA with PPGCL within 60 Days of issue of LoA by RECPDCL for the selected Project, RECPDCL 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 - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance: -
   We hereby unconditionally and irrevocably agree and accept that the decision made by RECPDCL 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 thisprocess.

6. We also unconditionally and irrevocably agree and accept that the decision made by RECPDCL in respect of award of Project 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 PPGCL, 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 RECPDCL.

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 of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

13. Contact Person

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

Name : ……
Designation : ……
Company : ……
Address : ……
Phone No. : ……
Mail ID; ……
Mobile Nos. : ……
Fax 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 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

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 anyof 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 whatsoeverthe 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 Sealof 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-I, Definition of Terms of the R

Format 7.3A

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

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

Reference: …….
Bank Guarantee No.: .....…
Date: .....……...

In consideration of the…….Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for **Selection of Solar Power Developer for Setting up of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW** 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 REC Power Development and Consultancy Limited (hereinafter referred to as RECPDCL) and RECPDCL 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 RECPDCL at……. [Insert Name of the Place from the address of RECPDCL] forthwith without demur on demand in writing from RECPDCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees……..[Insert amount not less than that derived on the basis of Rs 9 Lakhs per MW of cumulative capacity]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. 10, Section-III, ITB 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 byany 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. 10, Section-III, ITB of this RfS]. RECPDCL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Clause No. 10, Section-III, ITB of this RfS].

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

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 RECPDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RECPDCL 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 RECPDCL 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 RECPDCL 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 messageis transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in thisregard is received by RECPDCL

Notwithstanding anything contained hereinabove, our liability under this Guarantee isrestricted to INR……(Indian Rupees……Only) and it shall remain in force until.....[Date to be inserted on the basis of Clause No. 10, Section-III, ITB of this RfS].

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to RECPDCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by RECPDCL to any entity to whom RECPDCL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything, we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if RECPDCL 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 7.3B

Format for Performance Bank Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

In consideration of the ----- *[Insert name of the Bidder]* (hereinafter referred to as selected 'Solar Power Developer' or 'SPD') having its registered office at ……submitting the response to RfS inter alia for selection of the project of the capacity of .....MW, for supply of power there from on long term basis, in response to the RfS no. …… dated ……. issued by REC Power Development and Consultancy Limited on behalf of Prayagraj Power Generation Company Limited. Prayagraj Power Generation Company Limited (hereinafter referred to as PPGCL) having Registered Office at 12 & 13, Shatabdi Bhavan, Sector-4 Gautam Buddha Nagar, Noida, (U.P.), 201301 and PPGCL considering such response to the RfS of ……*[insert the name of the selected Solar Power Developer]* (which expression shall unless repugnant to the context ormeaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the developer and issuing Letter of Award No ----------Dated_____to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power *[from selected Solar Power Developer or a Project Company,* ------ ------- *{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].* As per the terms of the RfS, the_____*[insert name & address of Bank]* (hereinafter referredto as the 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to PPGCL at *[Insert Name of the Place from the address of the PPGCL]* forthwith on demand in writing from PPGCL *or* any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees------ [Total Value] only, on behalf of_____*[Insert name of the selected Solar Power Developer / Project Company]*

This bank guarantee shall be valid and binding on this Guarantor Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Guarantor 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 oralternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Bank Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Bank Guarantee shall remain in force until _____PPGCL shall be entitled to invoke this Bank Guarantee till_____.

The Guarantor Bank hereby agrees and acknowledges that the PPGCL shall have a right to invoke this BANK GUARANTE 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 PPGCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to PPGCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ---------- [Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require PPGCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against PPGCL in respect of any payment made hereunder.This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at 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 againstthe 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 PPGCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by PPGCL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to PPGCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by PPGCL to any entity to whom PPGCL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to Rs._____ (Rs._____only) and it shall remain inforce until.....We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if PPGCL serves upon us a written claim or demand.

Signature _____

Name_____

Power of Attorney No._____

For

_____[Insert Name 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 either be in the name of the executing Bank or theparty on whose behalf the BG has been issued.*
2. *The Performance Bank Guarantee shall be executed by any of the Bankfrom the List of Banks enclosed.*

Format 7.3C

Format of Payment on Order Instrument to be issued by IREDA/REC/PFC
(to be submitted separately for each Project)

No. Date

PPGCL
_____,

_____

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

Dear Sir,

1. It is to be noted that M/s._____(Insert Name of the POI issuing Agency) **('IREDA/REC/PFC')** has sanctioned a non-fund-based limit loan of Rs…….(Rupees……only) to M/s_____under the Loan Agreement executed on_____to execute Renewable Energy Project.

2. At the request of M/s , on behalf of……. (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs……. (Rupees……. (In words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the .....[Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia forselection of Contracted Capacity of ……. MW, at [Insert name of the place] underRfS for [Insert name of the RfS], for supply of power there from on longterm basis, in response to the RfS dated……. issued by REC Power Development and Consultancy Limited on behalf of Prayagraj Power Generation Company Limited (hereinafter referred to as PPGCL) and PPGCL considering such response to the RfS of[insert the name of the selected Solar Power Developer](which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project

Company, M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to payto PPGCL at [Insert Name of the Place from the address of the PPGCL] forthwith on demand in writing from PPGCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s……. [Insert name of the selected Solar Power Developer / Project Company]

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at……. agrees to make payment for the sum of Rs…..... lakhs (in words….....) to PPGCL on the following conditions: -

(a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of_____days of receipt of request from PPGCL within the validity period of this letter as specified herein;

(b) The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by them against PPGCL;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with orwithout knowledge or consent of the parties (PPGCL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by PPGCL made in any format within the validity period.

IREDA/REC/PFC shall not require PPGCL to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and PPGCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;

(h) Neither PPGCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against PPGCL in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto… .....and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs… .....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

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

Thanking you,

Yours faithfully For and on behalf of

M/s…

(Name of the POI issuing agency).

( )

General Manager (TS)

Copy to:-

M/s. __PP_____

…… As per their request

( )

General Manager (TS)

Format 7.4

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 "**Selection of Solar Power Developer for Setting up of 290 MW with additional Greenshoe option of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW"** including signing and submission of all documents and providing information/ response to RfSto REC Power Development and Consultancy Limited (RECPDCL), representing us in allmatters before RECPDCL and generally dealing with RECPDCL in all matters in connectionwith our bid for the said Project. (***To be provided by the Bidding Company or the Lead Memberof 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 beand 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 theBidding 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 opinionissued 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 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Project)

(*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 REC Power Development and Consultancy limited (RECPDCL) a Company incorporated under the Companies Act, 1956, and having its Registered Office at Core-4, SCOPE Complex,7, Lodhi Road, New Delhi-110003.

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 Prayagraj Power Generation Company Limited (PPGCL) desires to purchase Power under Rfs for **Selection of Solar Power Developer for Setting up of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW.**

_____

WHEREAS, R E C P D C L 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 RECPDCL wherein the Consortium Membershave 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 ConsortiumMembers 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 commencement of supply of power.

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 debtresources 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 Indiaand courts at Lucknow alone shall have the exclusive jurisdiction in all matters relating there to 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

PPGCL 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 PPGCL.

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 PPGCL.

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 Membersand with prior written consent of RECPDCL and PPGCL.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

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

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

Witnesses:

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

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

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

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

Witnesses:

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

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

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

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

Witnesses:

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

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

_____

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation of less than 10%.

Format 7.6

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
REC Power Development and Consultancy Limited
D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29,
Gurugram (Haryana)-122001,
Landmark: Near IFFCO Chowk Metro Station

Sub: Response to RfS No. RECPDCL/Solar/ PPGCL /2023-24/2740, Dated: 20/11/2023 for **Selection of Solar Power Developer for Setting up of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW**

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, withthe support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net worth of INR ……. Crore (in words) as on **the end of Financial Year 2022-23 or as on the day at least 7 days prior to the bid submission deadline (choose one)**.This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, Qualifying Requirements (QR) of the RfS as amended.

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 (inRs. 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 has an AnnualTurnover of INR____(_____in words) as on **the end of Financial Year 2022-23 or as on the day at least 7 days prior to the bid submission deadline (**choose one**).** *(Strike out*

if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

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

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

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

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

Total					

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

secretary/chartered accountant is required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR_____(in words) as on **the endof Financial Year 2022-23 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.

Format 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to REC Power Development and Consultancy 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)

Date:

Place:

Format 7.8

DELETED (refer Format 7.13/7.14 as applicable)

Format 7.9

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
REC Power Development and Consultancy Limited
D- Block, REC Corporate Headquarter, Plot No.
I-4, Sector-29, Gurugram (Haryana)-122001,
Landmark: Near IFFCO Chowk Metro Station

Sub: Response to RfS No. RECPDCL/Solar/ PPGCL /2023-24/2740, Dated: 20/11/2023 for **Selection of Solar Power Developer for Setting up of 290 MW Grid-connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW.**

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 16, Section-III, ITB** 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.

Failure or delay on our part in achieving the above conditions shall constitute sufficient groundsfor 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 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted Separately for each Project)

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

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours
faithfully,

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

Format 7.11

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

REC Power Development and Consultancy Limited

D- Block, REC Corporate Headquarter, Plot No.

I-4, Sector-29, Gurugram (Haryana)-122001,

Landmark: Near IFFCO Chowk Metro Station

Sub: Response to RfS No. RECPDCL/Solar/2023-24/2740, Dated: 20/11/2023 for **Selection of Solar Power Developer for Setting up of 290 MW Grid-Connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW** .

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 for a cumulativecapacity of 290 MW anywhere in India as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) daysfrom the due date of submission of the response to RfS or 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 project applied for. If the bidder quotes two tariffs or combination thereof for the project, 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 places of decimals only*

Format 7.12

PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

Project Capacity: ..... MW
Location:……...

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

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 7.13

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No._____ Date: _____

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

Tel. #:

Fax#:
E-mail address#

To
REC Power Development and Consultancy Limited
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001

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 forthe 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 RECPDCL for a period of 2 years from the date of default as notified by RECPDCL.

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 the RfS and are complying withthe 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, RECPDCL 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 ofthe RfS).

We further understand that the List-I (Solar PV Modules) of Approved List of Models and Manufacturers (ALMM) Order, Annexure-Iof theOM, issued by MNRE on 10th March, 2021 will be updated by MNRE from timeto 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 further declare that we are fully aware of the binding provisions of the MNRE Order F.No. 283/22/2019-GRID SOLAR, dated 09th February, 2021, while quoting thetariff in RfS for **(Enter the name of the RfS)**.

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, MNRE 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 7.14

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: _____

Tel. #:

Fax#:
E-mail address#

To
REC Power Development and Consultancy Limited
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001

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

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 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, RECPDCL 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 ofthe RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-Iof the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from timeto 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 7.15

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
REC Power Development and Consultancy Limited
D-Block, REC Corporate Headquarter, Plot No. I-4,
Sector – 29, Gurugram – 122001, Haryana

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 issuedby 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 stageit is found to be incorrect, our response to the tender will be rejected.

Dsated 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 7.16

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

INTEGRITY PACT

Between

REC Power Development and Consultancy Limited

having its Registered Office at Core-4, SCOPE Complex,7, Lodhi Road, New Delhi-110003, India

hereinafter referred to as

"RECPDCL",

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**

RECPDCL intends to award, under laid-down organizational procedures, contract(s) for

_____*[Insert the name*

s
*of the tender/package]*_____
Package and RfS Number_____RECPDCL 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, RECPDCL 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 RECPDCL

(1) RECPDCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of RECPDCL, 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) RECPDCL will, during the tender process treat all Bidder(s) with equity and fairness. RECPDCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will notprovide 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) RECPDCL 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 RECPDCL 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 RECPDCL, or to any of RECPDCL'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 ornon-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 RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) Bidder will not pass any information provided by Principal as part ofbusiness relationship to others and not to commit any offence under PC/ IPCAct

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 RECPDCL.

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

Section IV - Liability for violation of Integrity Pact

(1) If RECPDCL has disqualified the Bidder from the tender process prior to the award under Section III, RECPDCL may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.

(2) If RECPDCL has terminated the contract under Section III, RECPDCL 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) RECPDCL will enter into agreements with identical conditions as this one with all Bidders.

(2) RECPDCL will disqualify from the tender process any bidder who does not sign this Pact orviolate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If RECPDCL 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 RECPDCL has substantive suspicion in this regard, RECPDCL will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of RECPDCL, 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 VIII - Independent External Monitor/Monitors

(1) RECPDCL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document & given below:

A. Shri Sudhir Bhargava, IAS (Retd.), Procurement & Contract Management (PCM) Division, REC Limited, I-4, Sector-29, Gurugram, Haryana, INDIA, email ID: subhrgv@gmail.com

B. Dr. Varesh Sinha, IAS (Retd.), Procurement & Contract Management (PCM) Division, REC Limited, I-4, Sector-29, Gurugram, Haryana, INDIA, email ID: vareshsinha@gmail.com

(2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of accessto all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, RECPDCL, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuringthe desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, RECPDCL, giving joint findings.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, RECPDCL.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of RECPDCL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and

unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(5) RECPDCL will provide to the IEM information as sought by him which could have an impact on the contractual relations between RECPDCL and the

Bidder/Contractor related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, RECPDCL and request the Managing Director, RECPDCL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to RECPDCL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to RECPDCL.

(7) The IEM will submit a written report to the Managing Director, RECPDCL within 8 to 10 weeks from the date of reference or intimation to him by RECPDCL and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Managing Director, RECPDCL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, RECPDCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) The word 'IEM' would include both singular and plural.

(*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause ITB … in Section – III: Bid Data Sheets of Conditions of Contract, Section-3 of the RfS.

(10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

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 place of establishment of RECPDCL.

(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) Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

 # CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in thebidding document.

(6) 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 RECPDCL)	(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 7.17

FORMAT FOR TECHNICAL REQUIREMENT

To
REC Power Development and Consultancy Limited
D-Block, REC Corporate Headquarters,
Plot No. I-4Sector-29,
Gurugram – 122001, Haryana

Sub: ..... Response to RfS No. …….. dated for Selection of Solar Power Developer for Setting up of 290 MW Grid-connected Solar PV Power Project anywhere in India under Tariff-based Competitive Bidding with Greenshoe option of additional capacity of 290 MW .

Dear Sir,

We certify that M/s. …….. (Insert name of Bidder or Lead member of Consortium or its Affiliate(s)) have experience of commissioning of Solar Power Generation Projects of total capacity of …….. MW in last five years from the date of Bid Deadline . We further certify that the capacity of any single project considered for meeting the Technical Eligibility Criteria is not less than . …… MW.

The project(s) considered for the purpose of technical experience (as per table given below) have been executed and owned to the extent as indicated in the table below (more than fifty percent (50%)) by the Bidding Company or Lead Member of Consortium or its Affiliate(s) [strike off whichever is not applicable] on operation of the projects.

This technical requirement has been calculated as per the instructions provided in the RFS on the basis of following projects:

Name of Company (which has executed the project at (3)) whose technical capability has been used for Technical Eligibility Criteria (clause B.4 of RfS)	Relationship * with Bidding Company / Consortium Member	Project name	Nature of Project	Capacity of the project (in MW)	Date of Financial Closure of the Project (in DD / MM / YYYY)	Date of Commissioning projects**	Percentage Equity Holding of Company at (1) in project(s) commissioned.
(1)	(2)	(3)	4)	(5)	(6)	(7)	(8)
……		……. (Project					
……		… .					
Total (Rs. Crore)							

*The column for "Relationship with Bidding Company / Consortium Member" is to be filled in only in case technical capability of Affiliate(s) has been used for meeting Technical Eligibility Criteria (Clause B.4 of RfS). Further, documentary evidence to establish the relationship, duly

certified by a practicing Company Secretary/Chartered Accountant is required to be attached with the format.

** The Bidder shall submit Certificate of successful commissioning of the projects that have been claimed to meet the technical requirement.

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.
Regn. No. of the CA's Firm:

SECTION - VIII

ANNEXURES AND APPENDIX

Annexure - A

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

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

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

1. SPV Modules

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

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

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

2. Power Conditioners/ Inverters

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

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

3. Other Sub-systems/Components

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

4. Authorized Test Centers

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

5. Warranty

PV modules used in grid connected solar power plants must be warranted for peak output wattage, whichshould not be less than 90% at the end of 10 years and 80% at the end of25 years.

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

6. Identification and Traceability

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

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m^2, AM 1.5, 25^0C)
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 ISO9000.

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

7. Performance Monitoring

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to PPGCL or any other designated agency on line 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 PPGCL and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules and unit Batteries from the ESS

The developer will ensure that all Solar PV modules and ESS components, if any, from their plant aftertheir 'end of life' (when they become defective/ non-operational/ non- repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Governmentand as revised and amended from time to time.

9. Capacity Of Solar PV Projects

i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the Delivery Point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery Point
1	290 MW	290 MW	290 MW	290 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 SPD 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.

Appendix - A1

COMMISSIONING SCHEDULE

Plant shall be commissioned in 18 months from the date of execution of PPA. Subject to Article 11 of the PPA, delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties, on the SPD, as detailed below

1. For Delay in commissioning upto 6 (six) months from SCD, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity notcommissioned.
2. For Delay in commissioning beyond six months from SCD, Generator Event of Default, as per Article 13.1 of the PPA, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.

COMMISSIONING PROCEDURE

❖ **Capacity of Solar PV Projects:**

i) The Project configuration shall be allowed as per the following matrix:

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	290 MW*	290 MW*	290 MW*	290 MW*

**If Greenshoe option is accepted, the capacity in the above table shall be 580 MW.*

^In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

ii) The SPD shall be required to demonstrate compliances with the "Technical Requirements for Grid Connected Solar PV Power Plants" as mentioned in the RfS and Guidelines.

iii) Higher DC capacity arrays can also be allowed, subject to the condition that the AC capacity limit as mentioned in (i) above for scheduling at the Delivery Point as per Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is complied with.

iv) For commissioning of the Project, cumulative capacity of DC arrays and cumulative capacity of the inverters installed shall be considered. In case of part commissioning of the Project, it shall be

required to have the DC Arrays Capacity and inverters capacity be installed not less than the proposed part commissioning capacity.

v) If generation at any time exceeds the maximum permissible AC capacity at Delivery Point, the excess generation during that period may not be considered under PPA.

Appendix–A1-2

Installation Report

(To be provided by SPD and to be submitted at most 7 days prior to proposed commissioning date, which shall be verified by Commissioning Committee)

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

Appendix–A1-3

Sample Part Commissioning / Full Commissioning Certificate of Solar PV Power Project

(To be issued by the PPGCL)

This is to certify that <M/s> having its registered office at has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village ------, Tehsil/Taluka ------- & Dist. ------

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

(i) Installation Report including Snap shots of the Project from various angles
(ii) Electrical Inspector Report
(iii) Synchronization Certificate
(iv) Minutes of Meeting of the Commissioning Committee / recommendation of the Agency visiting the Project.

Annexure - B

CHECK LIST FOR BANK GUARANTEES

Sl. No.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamppaper should be not later than the date of execution of BG andthe stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOA No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure - C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *REC Power Development and Consultancy Limited (RECPDCL)* has adopted a secured and user-friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s https://www.bharat-electronictender.com through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

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

Broad Outline of Activities from Bidder's Perspective:

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

a) Query to RECPDCL (Optional)
b) View response to queries posted by RECPDCL

8. Bid-Submission on ETS
9. Attend public online tender opening event (Technical)
10. Respond to RECPDCL Post-TOE queries
11. Participate in e-Reverse Auction if invited

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

12. Digital Certificates

13. 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].

14. Registration

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

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

17. Important Note:

18. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS https://www.bharat-electronictender.com If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

19. 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.

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

ISN-ETS / **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)*
Email-ID	*support@ isn-ets.com [Please mark CC: support@electronictender.com]*

Some Bidding Related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts

- Envelope I (Technical-Bid)
- Envelope II (Financial-Bid)

➢ *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 23, Section-III, ITB of RfS Documents, failing which the technical bids will not be opened.

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

Internet Connectivity

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

CAUTION: All bidders must fill Electronic Forms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder hasnot filled in the complete information in the Electronic Forms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® shall prevail.**

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

in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RECPDCL in a sealed envelope before the start date and time of the Tender Opening Event (TOE) as per Clause 23 of Section III of ITB.

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

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

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'.

   Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [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, etc.)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, RECPDCL may ask for re- submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass- phrase immediately as requested by RECPDCL, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by RECPDCL.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.

2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e., its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to affect the security

settings as defined in the portal.

- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

- A valid e-mail ID of the Organization/ Firm.

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff, RECPDCL shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-V 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 completer explanations. Further theseare 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 ofreverse 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 RECPDCL guidelines, shall be initiated by RECPDCL.

7. The Bidder shall not divulge either his Bids or any other exclusive details of RECPDCL 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.

10. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details.

a) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.

b) Technical and other non-commercial queries (not impacting price) can only be routed to the RECPDCL contact personnel indicated in the RfS document.

c) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder and RECPDCL.

d) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.

e) 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.

f) 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.

g) RECPDCL 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.

h) 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.

11. For access to the Reverse Auction site, the following URL is to be used: https://www.bharat-electronictender.com.

12. 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 - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes

3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Criteria of Bid Acceptance	A bidder can go on "Decreasing" his own bid value with taking into cognizance the 'Starting Price' or 'L -1' bid
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)
6.	Minimum Bid-Decrement	INR 0.01

Online Reverse Auction shall be conducted by RECPDCL 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 RECPDCL.

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. RECPDCL 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.

RECPDCL reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

RECPDCL 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 RECPDCL 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.

Annexure-D

Check List for Financial Closure

(To be signed by the Authorized signatory of the SPD) (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 - (Section III, Clause 16 of the RfS, including subsequent amendments &clarifications)

Details	Presently given in PPA
(1)	(2)
Location	
Technology	
Certificate from all financial institutions	**In case of tie up through Bank / Financial Institutions: -** Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **Annexure-I**). **In case of Internal Resources: -** 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 **Annexure-I).** *Performa for the cases where funding will be from Company other than Project* *Company is at 'A-1'.*

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 RECPDCL 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 (Section-IV, Cl. B of the RfS)

3.0.1 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**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosedas **Annexure-IV B**)

4.0 **Ownership of the RPD:** 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 RECPDCL on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5.0 The SPD shall execute Implementation and Support Agreement and/ or Lease Deed/ Right to UseAgreement (as applicable) with the SPIA.

6.0 The SPD shall obtain requisite approvals from the STU/SPIA/appropriate authority as applicable, toconnect the Power Project switchyard with the Interconnection Facilities at the Delivery Point;

7.0 The above checklist is to facilitate financial closure of projects. For any interpretation the respectiveprovision of RfS / PPA shall prevail.

Proforma 'A-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 REC Power Development and Consultancy Limited (RECPDCL) to develop the_____MW Solar PV Power Project (Project ID…), for generation and sale of solar power under the RfS No_____in respect of which Power Purchase Agreement (PPA) was signed between RECPDCL 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 REC Power Development and Consultancy Limited (RECPDCL) to develop the……MW Solar PV Power Project (Project ID……), for generation and sale of solar power under the RfS No._in respect of which Power Purchase Agreement (PPA) was signed between RECPDCL 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.