



**Request for Selection (RfS) Document  
for  
Selection of Wind Power Developers for Setting up of  
1200 MW ISTS-connected Wind Power Projects in  
India under Tariff-Based Competitive Bidding  
(Tranche-XIII)**

**RfS No. SECI/C&P/IPP/12/0006/21-22 dated: 12.01.2022**

**Tender Search Code on ISN-ETS: SECI-2022-TN000001**

***Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi – 110023  
Tel: 011 - 24666200, e-mail : contracts@seci.co.in***

## **DISCLAIMER**

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 12.01.2022

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	1. Selection of Wind Power Developers for Setting up of 1200 MW ISTS-connected Wind Power Projects in India under Tariff-based Competitive Bidding (Tranche-XIII) 2. Connectivity and Long-Term Open Access shall be in the scope of the Wind Power Developer.				
<b>(B)</b>	<b>RfS NO. &amp; DATE</b>	SECI/C&P/IPP/12/0006/21-22 Dated: 12.01.2022				
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;">Yes</td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	Yes					
<b>(D)</b>	<b>TYPE OF RfS/ TENDER</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	Yes	MANUAL	<input type="text"/>
E-TENDER	Yes					
MANUAL	<input type="text"/>					
<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	As mentioned in RfS Document				
<b>(F)</b>	<b>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of SECI, along with the response to RfS</p>	APPLICABLE	Yes	NOT APPLICABLE	<input type="text"/>
APPLICABLE	Yes					
NOT APPLICABLE	<input type="text"/>					

(G)	<b>BID PROCESSING FEE</b>	<table border="1" data-bbox="663 217 1246 409"> <tr> <td data-bbox="663 217 967 331">APPLICABLE</td> <td data-bbox="967 217 1246 331">Yes</td> </tr> <tr> <td data-bbox="663 331 967 409">NOT APPLICABLE</td> <td data-bbox="967 331 1246 409"></td> </tr> </table> <p data-bbox="639 443 1414 672">Rs. 5 Lakh +18% GST for each project from 50 MW up to 90 MW Rs. 15 Lakh + 18% GST for each Project from 100 MW and above, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(H)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<table border="1" data-bbox="663 701 1246 893"> <tr> <td data-bbox="663 701 967 815">APPLICABLE</td> <td data-bbox="967 701 1246 815">Yes</td> </tr> <tr> <td data-bbox="663 815 967 893">NOT APPLICABLE</td> <td data-bbox="967 815 1246 893"></td> </tr> </table> <p data-bbox="639 927 1414 1088">Amount: INR 13,26,000/- (Indian Rupees Thirteen Lakhs and Twenty-Six Thousand only) per MW per Project to be submitted in the form of Bank Guarantee along with the response to RfS</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(I)	<b>PERFORMANCE BANK GUARANTEE</b>	<table border="1" data-bbox="639 1128 1315 1290"> <tr> <td data-bbox="639 1128 994 1218">APPLICABLE</td> <td data-bbox="994 1128 1315 1218">Yes</td> </tr> <tr> <td data-bbox="639 1218 994 1290">NOT APPLICABLE</td> <td data-bbox="994 1218 1315 1290"></td> </tr> </table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(J)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	Scheduled as per NIT on ISN-ETS portal and/or SECI website.				
(K)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	As per NIT on ISN-ETS portal				
(L)	<b>TECHNO-COMMERCIAL BID OPENING</b>	As per NIT on ISN-ETS portal				
(M)	<b>e-REVERSE AUCTION (e-RA)</b>	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.				
(N)	<b>CONTACT DETAILS OF ISN-ETS Portal</b>	M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b> Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072				

		(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	<b>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS  (FOR SUBMISSION OF RESPONSE TO RfS)</b>	Sh. Ajay Kumar Sinha Additional General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6 <sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Contact No. : 011 24666220 Email : <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>
(P)	<b>DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED</b>	1) Sh. Pratik Prasun Manager (C&P) Contact No.: 011-24666237 <a href="mailto:pratikpr@seci.co.in">pratikpr@seci.co.in</a>  2) Sh. Biblesh Meena Deputy Manager (C&P) Contact No.: 011-24666270 <a href="mailto:biblesh@seci.co.in">biblesh@seci.co.in</a>  3) Sh. Jayansh Gaur Senior Engineer (C&P) Contact No.: 011-24666281 <a href="mailto:jayansh.gaur@seci.co.in">jayansh.gaur@seci.co.in</a>

1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website ([www.seci.co.in](http://www.seci.co.in)) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
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.seci.co.in](http://www.seci.co.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details will be available only from <https://www.bharat-electronictender.com>.**

## **SECTION 1. INTRODUCTION & INVITATION FOR BIDS**

### ***1 Background & Introduction***

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” vide Gazette Resolution dated 08.12.2017. These Guidelines have been formulated for procurement of wind power through transparent process of bidding under Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by the ‘Procurers’, from grid-connected Wind Power Projects (‘WPP’), having (a) individual size of 5 MW and above at one site with minimum bid capacity of 25 MW for intra-state projects; and (b) individual size of 50 MW and above at one site with minimum bid capacity of 50 MW for inter-state projects. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.
- 1.3 As part of the above scheme, SECI wishes to invite proposals for setting up of ISTS-connected Wind power projects in India, on Build Own Operate (BOO) basis for an aggregate capacity of 1200 MW. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Wind Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.4 Power procured by SECI from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated at a later date. SECI shall, at its discretion, be entitled to substitute the above Discoms with any entity in other states only for selling the power procured from the selected Bidders. SECI shall be an intermediary nodal agency for procurement of power supplied by the WPDs and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the WPDs as well as the Buying Entity(ies).
- 1.5 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SECI does not however, give a representation on the

availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

- 1.6 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement of or adding extra capacity to already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.

## **2 Invitation for Bids**

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SECI and the Bidder/WPD shall be governed by the RfS Documents/Agreement signed between SECI and the WPD for the package.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

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

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. **In the event of any date indicated being**

**declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

- 2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.6 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 2.7 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## 2.8 INTERPRETATIONS

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



## **SECTION 2. SPECIAL CONDITIONS OF CONTRACT**

### ***3 Scope of Work***

- 3.1 Under this RfS, the Wind Power Developer shall be required to set up ISTS-connected Wind Power Projects, with the primary objective of supplying wind power to SECI, as per the provisions of the RfS and PPA.
- 3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity, LTA and necessary approvals and interconnection with the ISTS network for supply of power to SECI, will be under the scope of the WPD.
- 3.3 The Projects to be selected under this scheme provide for deployment of Wind Power Technology. However, the selection of Projects would be technology agnostic.

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

- 4.1 Selection of Wind Power Projects for a total capacity of 1200 MW will be carried out through e-bidding followed by e-Reverse Auction process.

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

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

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of **50 MW** and a maximum quantum of **1200 MW**, in the prescribed formats. The Projects shall be quoted in multiples of 10 MW only.

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

- 5.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **1200 MW**.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

### ***6 Project Location***

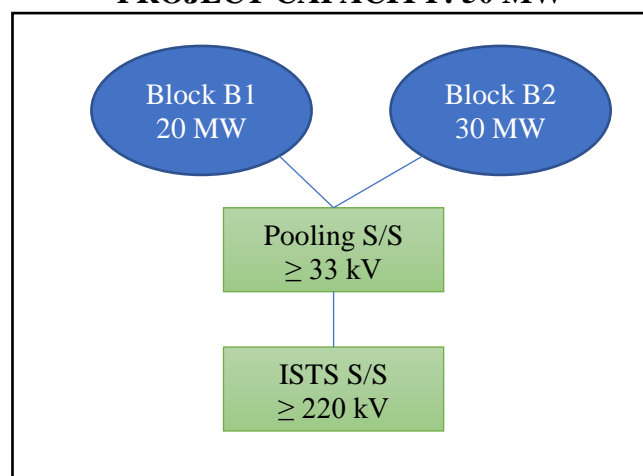
- 6.1 The Projects shall be located at the locations chosen by the Bidder/WPD at its own discretion of and cost, risk and responsibility. However, Project location should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

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

6.3 Project Configuration:

- a. The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).
- b. The 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, if required. For a single Project, such ‘blocks’ shall be located within the same State. Following points are to be noted in this regard:
  - i. The Project may consist of any number of blocks. The minimum voltage level for a single block shall be 33 kV.
  - ii. A single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.
  - iii. A Single Power Purchase Agreement shall be signed for one Project. The WPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project.
  - iv. The WPD 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 (iii) above. SECI shall not 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.
  - v. The individual ‘blocks’ shall be pooled at a minimum voltage level of 33 kV. A single transmission line shall connect the above pooling Substation to the Delivery Point, which shall be the Metering Point as per the RfS. It may be noted that the said pooling station shall have a different meaning than the Pooling Station as defined in the RfS.
  - vi. One of the possible configurations of a Project, having separate locations for each block, is illustrated below, for elaboration:

**PROJECT CAPACITY: 50 MW**



## **7 Connectivity with the Grid**

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the WPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV.
- 7.2 The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be of the WPD and shall be at the cost of the WPD. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the WPD at its own cost. In case a WPD is required to use InSTS to bring wind power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the WPD, to be undertaken entirely at its cost and expense.
- 7.3 The arrangement of connectivity can be made by the WPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the WPD. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities.
- 7.4 The WPD shall be required to follow the Revised Connectivity Procedure as issued by CERC on 20.02.2021 as well as other Regulations issued by CERC/CEA as amended from time to time. The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:
- i. Existing substations having available margin as indicated by the respective substation owner.
  - ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
  - iii. Substations approved under the updated plan made available by the Minutes of meeting for Northern, Eastern, Western and Southern Region committees and as displayed by the CTU on its website, <https://webapps.powergrid.in/ctu/u/Default.aspx>, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above three choices will be liable for rejection.

- 7.5 The transmission connectivity to the WPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the WPD, 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 ISTS substation through a common transmission line subject to the following conditions:
- i. Acceptance of such an arrangement by CTU/ RLDC.
  - ii. Energy injected by each Project will be recorded and jointly signed by respective WPDs and copies of the same will be submitted to SECI/CTU as required.
  - iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
  - iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the WPDs who share such a Pooling arrangement, based on their monthly generation.
- 7.7 The WPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the WPD and any financial implication on account thereof shall be borne by the WPD. In order to remove potential discrepancies and ambiguities, the WPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the WPD for its early rectification without any liability on SECI. The WPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by WPD as per provisions of PPA.
- 7.9 The Buying Entity 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.
- 7.10 The WPDs will be required to apply for connectivity at the identified substations within 30 days of issuance of LoAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the WPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to SECI. The LTA shall be applied for by the WPD within 30 days of signing of PSA, and intimation of the same by SECI to the WPD.

- 7.11 At least 30 days prior to the proposed commissioning date, the WPD shall be required to submit the Connection Agreement signed with the CTU, confirming technical feasibility of connectivity of the plant to the ISTS substation. LTA/Grid Access shall be required to be submitted by the WPD prior to commissioning of the Project.

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

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

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the WPDs will be allowed to revise the same once within first three years 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%. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The WPD shall maintain generation so as to achieve annual CUF not less than 80% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

The WPDs are free to install additional wind turbines to account for auxiliary consumption in the Projects.

### **8.2 Shortfall in Energy Supply**

If for any Contract Year, it is found that the WPD 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 WPD, on account of reasons primarily attributable to the WPD, such shortfall shall be dealt as per the applicable provisions of the PPA.

## **9 *Commissioning of Projects***

Commissioning of the Project shall be carried out by the WPD in line with the procedure as per the PPA document. Commissioning certificates shall be issued by SECI after successful commissioning.

### **9.1 Part Commissioning**

Part commissioning of the Project shall be accepted by SECI subject to the following conditions:

- i) The minimum capacity for acceptance of first part commissioning shall be 50 MW or 50% of the allocated Project Capacity, whichever is lower. Minimum capacity for acceptance of first part commissioning shall be 50 MW. A project capacity of 100 MW or less can be commissioned in maximum two parts.

- ii) The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part being the balance capacity.

However, the Scheduled Commissioning Date will not get altered due to part commissioning. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the Scheduled Commissioning Date or from the date of full commissioning of the projects, whichever is earlier.

## 9.2 **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 the Project shall be the date as on **24 months** from the Effective Date of the PPA or from the Effective Date of PSA, whichever is later (for e.g. if Effective Date of the PPA is 07.01.2022 and effective date of PSA is 07.12.2021, then SCD shall be 07.01.2024).
- 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 **270 days** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.07.2023, then the above deadline for Project commissioning shall be 02.04.2024).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.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 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be:  $PBG \text{ amount} \times (100/240) \times (18/270)$ .
- d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, 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.
- e. It is to be noted that commissioning/part commissioning of the Project will not be declared until the WPD demonstrates possession of land in line with Clause 23, in addition to the other conditions as per the Commissioning Procedure. For part-commissioning, portion of land on which the part of the project is commissioned should be under clear possession of the WPD in accordance with clause 23 of the RfS.

## ***10 Delay in Commissioning on Account of Delay in LTA Operationalization***

Long Term/Medium Term/Short Term Access shall be required to be submitted by the WPD prior to commissioning of the Project. However, for sale of power to SECI from

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

- i. The WPD has complied with the complete application formalities as per Clause 7.9 above,
- ii. The WPD has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CEA, and
- iii. The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the WPD;

The above shall be treated as delays beyond the control of the WPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the WPD, SECI may extend the SCD after examining the issue on a case-to-case basis.

## ***11 Early Commissioning***

The WPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD, subject to availability of transmission connectivity and Short Term/ Medium Term/ Long-Term Access. Early commissioning of the Project will be allowed solely at the risk and cost of the WPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the corresponding Buying Entity agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus SECI's trading margin.

In case SECI does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the WPD will be free to sell such energy to a third party until SCD or the date of commencement of procurement of power from the Project as notified by SECI, whichever is earlier. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI. Such intimation regarding consent to procure energy from early commissioning shall be provided by SECI within 30 days of receipt of the request being made by the WPD, beyond which it would be considered as deemed refusal.



## SECTION 3. STANDARD CONDITIONS OF CONTRACT

### 12 *Obtaining RfS Documents*

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

### 13 *Cost of Documents & Bid Processing Fees*

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

The bank details of SECI are available at SECI's website, [www.seci.co.in](http://www.seci.co.in), under the "Financials" tab.

**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), may be liable for rejection by SECI.**

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of the RfS document, Bid Processing Fee & Earnest Money Deposit (EMD).

### 14 *Project Scope & Technology Selection*

Under this RfS, the WPD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network upto the Interconnection/Delivery Point (along with connectivity and LTA), including those required from State Government and local bodies, shall be in the scope of the WPD. The Projects to be selected under this scheme provide for deployment of Wind Power Technology. However, the selection of Projects would be technology agnostic. Bay construction at ISTS substation shall not be under the scope of the WPD, as per the existing provisions of CERC.

### 15 *Not Used.*

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

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



- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs.
- d. In case of Projects being set up in the States of Gujarat & Rajasthan, the WPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.

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

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

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

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

- 17.1 Earnest Money Deposit (EMD) of **INR 13.26 Lakhs/MW** (Rs. 13,26,000/MW) per Project 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.
- 17.2 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 revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

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

17.4 **Forfeiture of EMD:**

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

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 18 of the RfS.

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

18.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 33.15 Lakh/MW/Project** (Rs. 33,15,000/MW/Project) prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period up to (& including) the date as on 12 months after the Scheduled Commissioning Date of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the WPD.

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

Note: The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by

the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA.

- 18.3 The WPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.1.ii of the RfS.
- 18.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 18.5 SECI has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.
- 18.6 The selected Bidder for the Project selected based on this RfS is required to sign PPA with SECI within the timeline as stipulated in Clause 21 of the RfS. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 18.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 18.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/WPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.
- 18.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

18.10 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of WPDs shall be returned to them, immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

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

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

## **19 Success Charges & Payment Security Deposit**

19.1 **Success Charges:** The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the WPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA (PPA signing date to be intimated by SECI), whichever is earlier. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges @18% 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 be signed after deposit of the Success Charges to SECI. 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 above). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum on pro-rata basis.

19.2 **Payment Security Deposit:** Prior to declaration of commissioning of first part capacity of the Project, the WPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5 lakh/MW, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.

## **20 Not Used**