



Request for Selection (RfS)
Document for Allocation of Sea-bed Lease Rights for 4000 MW
Offshore Wind Power Projects

RfS No. SECI/C&P/IPP/12/0018/23-24 dated 02.02.2024

Tender search code on ISN-ETS: SECI-2024-TN000004

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
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DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the Bidder(s) shall satisfy themselves that the document is complete in all respects. 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 this RfS, 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 endeavor 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: 02.02.2024

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	<ol style="list-style-type: none"> 1. Survey and development activities for, and designing, building, financing, constructing, commissioning, operating, maintaining and decommissioning 4000 MW of offshore wind power projects off the coast of Tamil Nadu, India through international competitive bidding. 2. Development of the transmission system to deliver the power at the offshore substation and grid connectivity and long-term access/ access to grid shall be in the scope of the OWPD. 3. The energy generated from offshore wind power projects may be consumed in captive mode or sold to third party/ies (including on merchant basis) or else on the power exchange. 				
(B)	RfS NO. & DATE	SECI/C&P/IPP/12/0018/23-24 dated 02.02.2024				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 60%;">SINGLE BID SYSTEM</td> <td style="width: 40%;"><input type="checkbox"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td><input checked="" type="checkbox"/> YES</td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/> YES
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/> YES					
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 60%;">E-TENDER</td> <td style="width: 40%;"><input checked="" type="checkbox"/> YES</td> </tr> <tr> <td>MANUAL</td> <td><input type="checkbox"/></td> </tr> </table>	E-TENDER	<input checked="" type="checkbox"/> YES	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/> YES					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in this RfS Document				
(F)	DOCUMENT FEE/ COST OF RfS (NON-REFUNDABLE)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 60%;">APPLICABLE</td> <td style="width: 40%;"><input checked="" type="checkbox"/> YES</td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 20,000/- (Indian Rupees Twenty Thousand only) plus applicable Goods & Services Tax to be remitted to SECI through NEFT/ RTGS along with the response to RfS.</p> <p>In case of a Bidding Consortium, the RfS document fees shall be remitted by the lead Member – each Member would not be required to remit the same.</p>	APPLICABLE	<input checked="" type="checkbox"/> YES	NOT APPLICABLE	<input type="checkbox"/>
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NOT APPLICABLE	<input type="checkbox"/>					

(G)	BID PROCESSING FEE	<table border="1" data-bbox="756 241 1294 398"> <tr> <td data-bbox="756 241 1054 320">APPLICABLE</td> <td data-bbox="1062 241 1294 320"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="756 320 1054 398">NOT APPLICABLE</td> <td data-bbox="1062 320 1294 398"><input type="checkbox"/></td> </tr> </table> <p data-bbox="663 409 1394 517">Amount: INR 15,00,000/- (Indian Rupees Fifteen Lakh only) plus applicable Goods & Services Tax to be remitted to SECI through NEFT/ RTGS along with the response to RfS.</p> <p data-bbox="663 528 1394 636">In case of a Bidding Consortium, the Bid processing fees may be remitted by any Member – each Member would not be required to remit the same.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
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NOT APPLICABLE	<input type="checkbox"/>					
(H)	EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="756 689 1294 846"> <tr> <td data-bbox="756 689 1054 768">APPLICABLE</td> <td data-bbox="1062 689 1294 768"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="756 768 1054 846">NOT APPLICABLE</td> <td data-bbox="1062 768 1294 846"><input type="checkbox"/></td> </tr> </table> <p data-bbox="663 875 1394 983">Amount: INR 1,00,00,000/- (Indian Rupees One Crore only) per Block to be submitted in the form of bank guarantee along with the response to RfS</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
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(I)	SECURITY DEPOSIT	<table border="1" data-bbox="756 1037 1294 1193"> <tr> <td data-bbox="756 1037 1054 1115">APPLICABLE</td> <td data-bbox="1062 1037 1294 1115"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="756 1115 1054 1193">NOT APPLICABLE</td> <td data-bbox="1062 1115 1294 1193"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>					
NOT APPLICABLE	<input type="checkbox"/>					
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.				
(K)	OFFLINE & ONLINE BID SUBMISSION DEADLINE	As per NIT on ISN-ETS portal				
(L)	PRELIMINARY QUALIFICATION BID OPENING	As per NIT on ISN-ETS portal				
(M)	e-REVERSE AUCTION (e-RA)	There shall be no e-reverse auction (e-RA)				
(N)	CONTACT DETAILS OF ISN-ETS Portal	M/s Electronic Tender.com (India) Pvt. Ltd. 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)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR	Sh. Ajay Kumar Sinha Additional General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited				

	SUBMISSION OF RESPONSE TO RfS)	6 th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Email: contracts@seci.co.in
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Sr. Manager (C&P) Contact No.: 011-24666237 contracts@seci.co.in 2) Sh. Biblesh Meena Manager (C&P) Contact No.: 011-24666270 contracts@seci.co.in 3) Sh. Jayansh Gaur Dy. Manager (C&P) Contact No.: 011-24666281 contracts@seci.co.in

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 and not to stipulate any deviations/ exceptions.
3. Any Bidder, who meets the qualifying requirements 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) and submit their Bid complete in all respect as per terms & conditions of RfS 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 through the websites <https://www.bharat-electronictender.com> and 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 and the details will be available only from <https://www.bharat-electronictender.com>

SECTION-I

INTRODUCTION & INVITATION FOR BIDS

1 *Background & Introduction*

1.1 At the COP26 in November, 2021, Hon'ble Prime Minister of India has presented five nectar elements – **PANCHAMRIT** – to deal with the climate change challenges. India has submitted the Nationally Determined Contributions with the following targets:

- (i) To put forward and further propagate a healthy and sustainable way of living based on traditions and values of conservation and moderation, including through a mass movement for 'LIFE'– 'Lifestyle for Environment' as a key to combating climate change
- (ii) To adopt a climate friendly and a cleaner path than the one followed hitherto by others at corresponding level of economic development.
- (iii) To reduce emissions intensity of its GDP by 45% by 2030, from 2005 level.
- (iv) To achieve about 50% cumulative electric power installed capacity from non-fossil fuel-based energy resources by 2030, with the help of transfer of technology and low-cost international finance including from Green Climate Fund (GCF)
- (v) To create an additional carbon sink of 2.5 to 3 billion tonnes of CO₂ equivalent through additional forest and tree cover by 2030.
- (vi) To better adapt to climate change by enhancing investments in development programmes in sectors vulnerable to climate change, particularly agriculture, water resources, Himalayan region, coastal regions, health and disaster management.
- (vii) To mobilize domestic and new and additional funds from developed countries to implement the above mitigation and adaptation actions in view of the resource required and the resource gap.
- (viii) To build capacities, create domestic framework and international architecture for quick diffusion of cutting-edge climate technology in India and for joint collaborative R&D for such future technologies.

These goals will be an unprecedented contribution by India to climate action. In August 2022, Union Cabinet of Government of India approved India's updated Nationally Determined Contributions.

1.2 Government of India notified the National Offshore Wind Energy Policy, 2015 on October 06, 2015 for the development of offshore wind power in the country. The policy provides for offshore wind power development up to a seaward distance of 200 nautical miles from the baseline, i.e., up to the country's Exclusive Economic Zone. Ministry of New & Renewable Energy, Government of India ("MNRE") is the nodal ministry, and the National Institute of Wind Energy ("NIWE") is the nodal agency for the development of offshore wind energy in

India.

- 1.3 Preliminary studies carried out by NIWE across the coastline of India indicate good potential both off the southern tip (Tamil Nadu) of the country and the west coast (Gujarat) for offshore wind farm development in India with a cumulative capacity of 70 GW based on the meso-scale data available in the public domain.
- 1.4 In September 2018, 'Guidelines for Offshore Wind Power Assessment Studies and Surveys' were published by NIWE. On 26th September, 2023, MNRE released a 'Strategy paper for establishment of offshore wind energy' in India. The strategy paper elaborates the multiple offshore wind project development models and provides a long-term offshore wind power project auction trajectory under various proposed development models.
- 1.5 Through this RfS, it is proposed to lease out seabed areas for 4000 MW equivalent offshore wind project capacity, including specific identified offshore wind sub-blocks 2, 3, 4 and 7 off the coast of Tamil Nadu in the Gulf of Mannar as mentioned in Table 01 and figures 05-08. The Successful Bidder will have the exclusive rights over the allocated seabed to carry out required study, survey and subsequent Project development in accordance with this RfS and the Project Agreements.
- 1.6 As per the National Offshore Wind Energy Policy, 2015, NIWE is the nodal agency and entrusted with the responsibility of calling for proposals for development of offshore power projects in the specified blocks under international competitive bidding. However, SECI will be will conducting the bidding and tendering process on behalf of NIWE.
- 1.7 The objectives of this RfS is establish 4000 MW offshore wind energy as one of the green energy generation sources to contribute towards 'Net Zero by 2070' target of the country;
- 1.8 The Bidders will be free to avail fiscal incentives like accelerated depreciation, concessional customs and excise duties, tax holidays, etc., as may be available for the Projects. It should be noted that 100% FDI (foreign direct investment) is allowed for renewable energy sector in India under automatic route, and no prior government approval is required for the same. 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 MNRE/SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on any of the conditions of this RfS. SECI does not however give a representation or warranty on the availability of fiscal incentives, 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; as per the prevailing incentive mechanism.

2 *Invitation for Bids*

- 2.1 Each Block will be assigned with a tentative minimum installable offshore wind power capacity.
- 2.2 A single stage, two-envelope bidding procedure will be adopted and will proceed as detailed in the RfS. Bidding will be conducted through the competitive bidding procedures as per the

provisions of this RfS. The respective rights of NIWE/ MNRE and the Successful Bidder/ OWPD shall be governed by the RfS/ Project Agreements.

- 2.3 Bidders shall provide a separate and independent financial Bid for each of the Blocks they are interested in. A Bidder may submit Bids for all the Blocks. However, part/ sub allocations are not allowed, and a Bidder shall not be eligible to be allocated more than 1 (one) Block.

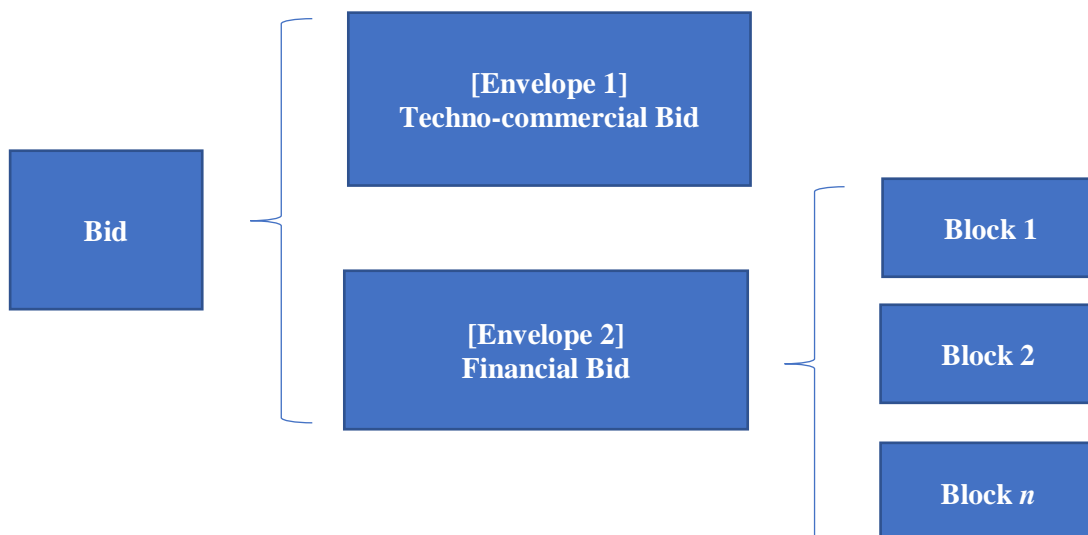


Fig. 01: Single stage, two-envelope bidding procedure

- 2.4 Interested Bidders must 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.

Bidders may obtain further information regarding this RfS from the registered office of SECI at the address given in 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 through M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned in 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 RfS.

- 2.5 Bidders should submit their Bid proposal complete in all aspects on or before last date and time of Bid submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website www.seci.co.in and as indicated in the Bid Information

Sheet.

- 2.6 Bidder shall submit Bid along with non-refundable RfS document fees and earnest money deposit (“**EMD**”) complete in all respects as per the Bid Information Sheet. Bids received without the prescribed RfS document 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.
- 2.7 RfS documents which include details of the Blocks, eligibility criteria, various conditions of contract, formats, agreement drafts, etc., can be downloaded from the ETS portal or from SECI’s website. It is mandatory to download official copy of the RfS from ETS portal to participate in the RfS. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ETS portal. The Bidder should regularly check for any amendment(s)/ corrigendum(s)/ clarification(s) on the above mentioned ETS portal. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ETS portal shall prevail.
- 2.8 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids any time during the bidding process, without assigning any reason and shall bear no liability towards Bidders whatsoever consequent upon such a decision.
- 2.9 The first envelope shall comprise the techno-commercial Bid. The techno-commercial Bid will be scored as per the RfS. The financial Bids, i.e., Quoted seabed allocation fee, in respect of each Block (second envelope), which is over and above the lease rentals of Rs. 1 (one) Lakh per Sq km per year will be evaluated in respect of only those Bidders whose evaluated techno-commercial score is equal to or more than the minimum technical score specified in this RfS. The Bidder quoting the highest Quoted Seabed allocation fee shall be declared the winning Bidder in respect of the Block and awarded the Project. A Bidder shall not be eligible to be allocated more than 1 (one) Block.

3 Interpretations

- 3.1 Words comprising the singular shall include the plural and *vice versa*.
- 3.2 An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 3.3 A time of day shall save as otherwise provided in any agreement or document; be construed as a reference to Indian Standard Time
- 3.4 Different parts of this RfS 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 RfS, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 3.5 The table of contents and any headings or subheadings in the RfS has been inserted for case of reference only and shall not affect the interpretation of this RfS.

SECTION-II

DEFINITIONS OF TERMS

- 4 *Following terms used in the documents will carry the meaning and interpretations as described below:*
- 4.1 **“AFFILIATE”** shall mean an entity that, directly or indirectly, (i) controls, or (ii) is controlled by, or (iii) is under common control with, the Bidding Company or the Member.
- 4.2 **“APPROPRIATE COMMISSION”** shall have the meaning ascribed thereto in the Electricity Act, 2003.
- 4.3 **“BID”** or **“PROPOSAL”** shall mean the technical Bid and the price bid submitted by the Bidder as part of its response to the RfS issued by SECI (i.e., the financial Bid).
- 4.4 **“BIDDER”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member, including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- 4.5 **“BIDDING COMPANY”** shall mean a Company (including a foreign company) submitting the Bid.
- 4.6 **“BIDDING CONSORTIUM”** or **“CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 4.7 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. For Bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person, or a firm practicing in the respective country and designated/ registered under the corresponding statutes/ laws of the respective country.
- 4.8 **“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, or a company incorporated in a foreign country under the laws of such country.
- 4.9 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares, or right to appoint majority directors, or the power to direct the management and policies of such entity by operation of law or contract.
- 4.10 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% (fifty percent) of the voting rights and Paid-up Share Capital in the Bidding Company/ Member.
- 4.11 **“DAY”** shall mean calendar day.
- 4.12 **“FINANCIAL YEAR”** shall mean the period starting on April 01 of a calendar year and ending on March 31 of the subsequent calendar year:

Provided that, in case of foreign entities, the financial year shall be as per the general norm in the country where such foreign entity(ies) is/ are located.

4.13 **“GENERAL NETWORK ACCESS (GNA)”** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

4.14 **“GROUP COMPANY”** of a Company means:

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company; or
- (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company; or
- (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise; or
- (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise; or
- (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise:

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial company, and any mutual fund, pension funds and sovereign funds and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member.

4.15 **“GRID CODE REGULATIONS” or “GRID CODE”** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

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

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

4.18 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point at 66 kV or above, where the power from the Project(s) is injected into the identified Substation (including the transmission line connecting the Projects with the substation system)

as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the OWPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

- 4.19 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** shall mean the single lead member as identified in the consortium agreement, and whose shareholding in the OWPD shall be higher than that of any of the other Members in the Bidding Consortium.
- 4.20 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by SECI to the Successful Bidder for award of the Project.
- 4.21 **“MEMBER IN A BIDDING CONSORTIUM”** or **“MEMBER”** shall mean each Company in a Bidding Consortium, who shall have a shareholding in the OWPD.
- 4.22 **“MONTH”** shall mean calendar month.
- 4.23 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013:
- Provided that, in case of a fund, the net-worth shall be the market value of the assets managed by self or on behalf of investors, and the committed capital available for immediate deployment.
- 4.24 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 4.25 **“PARENT”** shall mean a Company, which holds more than 50% (fifty percent) voting rights and Paid-Up Share Capital, either directly or indirectly in the Company or a Member, or an entity which either directly or indirectly controls the Company or a Member.
- 4.26 **“OFFSHORE WIND POWER DEVELOPER”** or **“OWPD”** shall mean the Successful Bidder having been selected and allocated a Project capacity by SECI, including a special purpose vehicle formed by the Successful Bidder/ Bidding Consortium for the purpose of setting up of the Project and signing of Seabed Lease Deed/ Concession Agreement.
- 4.27 **“PROJECT”** or **“OFFSHORE WIND POWER PROJECT”** or **“POWER PROJECT”** shall mean the renewable energy generation facility owned by the OWPD, comprising Offshore Wind Power Generating systems, having a single point of injection into the grid at offshore Inter-connection/Metering point at InSTS/ISTS substation. The Project shall include all units/WTGs, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the offshore pooling substation 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.

- 4.28 **“PROMOTER”** shall mean promoter as defined in the Companies Act, 2013.
- 4.29 **“RfS”** shall mean the “Request for Selection” document issued by SECI including draft Project Agreements and the Seabed Lease Deed, along with subsequent clarifications and amendments thereof, *vide* RfS No. SECI/C&P/IPP/12/0018/23-24 dated 02.02.2024.
- 4.30 **“SEABED LEASE DEED”** shall mean the Lease Deed entered into between MNRE and the OWPDP for allocation of the identified block to the OWPDP for exclusive possession and setting up of the Project by the OWPDP.
- 4.31 **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS for the Project.
- 4.32 **“TOE”** shall mean Tender Opening Event.
- 4.33 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (fifty percent) voting rights and Paid-Up Share Capital, either directly or indirectly in the Parent and Affiliates, or an entity which either directly or indirectly controls the Parent and Affiliates.

For the avoidance of doubt, it is clarified that words and phrases that are used but not defined herein, but that are defined in the respective Project Agreements, shall, unless repugnant to their context, have the meaning ascribed thereto in the respective Project Agreement.

SECTION-III OFFSHORE WIND DEVELOPMENT MECHANISM & OFFER OF BLOCK

This section summarizes the offshore wind developments in India, focusing on Tamil Nadu state. This section also provides detailed information about the proposed Project locations and Blocks, and primary information available on wind resource of the region, bathymetry, distance from coasts and coordinates of each Block (Table 01) which is on the offer through this RfS for offshore wind project development.

5 Offshore Wind Projects

5.1 Through this RfS, it is proposed to lease out seabed areas for 4 GW equivalent offshore wind project capacity. This includes specific identified offshore wind blocks as mentioned in Table 01 and Fig. 04 (the “**Block(s)**”). Exclusive rights, subject to payment of lease rentals of Rs. 1 (one) Lakh per Sq km per year (as per law), shall be granted over the allocated Block to carry out required survey and subsequent Project development in accordance with the Project Agreements. Set out below is a summary of the proposed Project locations and Blocks, and primary information available on wind resources (Table 1), which are on the offer through this RfS for offshore wind project development.

Zone	Site #	Area (Km ²)	Estimated Output Densities		
			4.5 MW/km ²	5.0 MW/Km ²	6.0 MW/Km ²
			Estimated Project Capacities (MW)		
Zone B (Phase I) (3.7 – 5 GW)	2	203	914	1015	1218
	3	209	941	1045	1254
	4	208	936	1040	1258
	7	208	936	1040	1248

Site #	Latitude	Longitude
2	08° 03' 47.72371698" N	077° 41' 35.96290002" E
	08° 03' 57.00346702" N	077° 47' 33.44613731" E
	07° 55' 30.88471532" N	077° 50' 33.38988611" E
	07° 52' 36.82018998" N	077° 45' 22.52165955" E
	08° 03' 47.72371698" N	077° 41' 35.96290002" E
3	08° 04' 02.28905987" N	077° 48' 31.78896036" E
	08° 09' 24.80536546" N	077° 52' 46.05191377" E
	07° 59' 16.22684932" N	077° 57' 15.96460351" E
	07° 56' 03.13526471" N	077° 51' 25.35945949" E
	08° 04' 02.28905987" N	077° 48' 31.78896036" E
4	08° 09' 49.11076938" N	077° 53' 23.24046568" E
	08° 12' 24.25027828" N	077° 58' 05.34119981" E
	08° 02' 31.37124854" N	078° 03' 04.96530421" E
	07° 59' 44.48055006" N	077° 58' 06.18390086" E

Site #	Latitude	Longitude
	08° 09' 49.11076938" N	077° 53' 23.24046568" E
7	08° 12' 37.91193679" N	077° 58' 43.82592826" E
	08° 15' 13.82133421" N	078° 03' 29.58241167" E
	08° 05' 44.39836787" N	078° 08' 50.79919045" E
	08° 02' 53.41435470" N	078° 03' 48.41315508" E
	08° 12' 37.91193679" N	077° 58' 43.82592826" E

Table 1: Blocks on offer for development of Projects

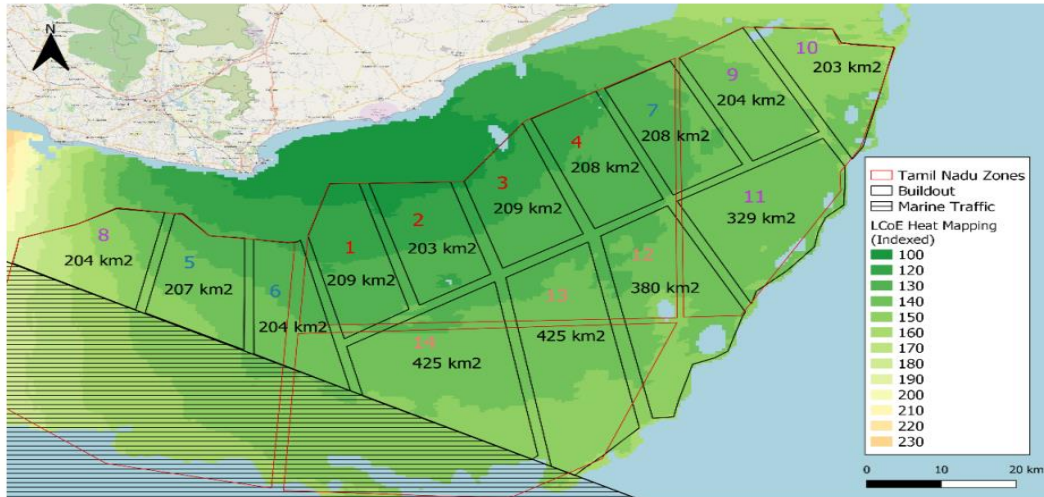


Fig. 02: Blocks for Offshore Wind Projects in TN coast

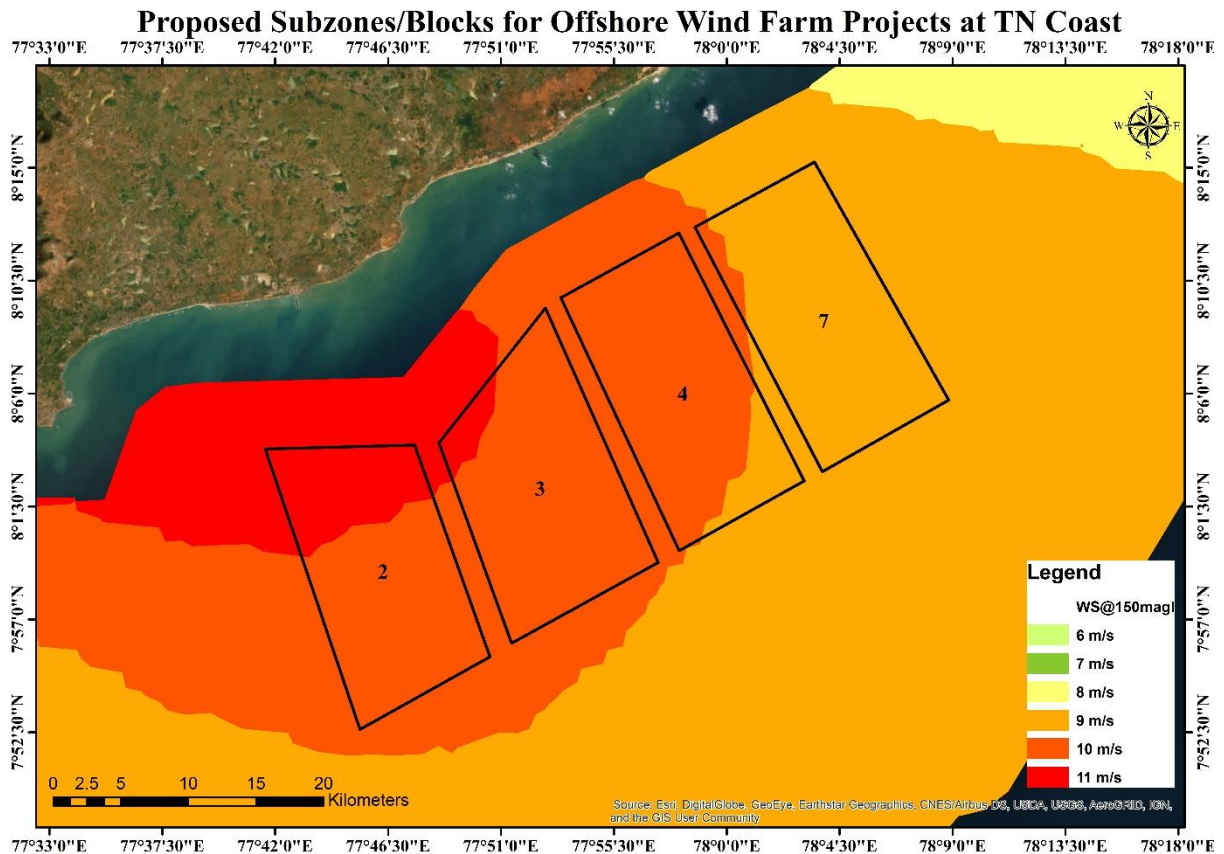


Fig. 03: Proposed Blocks for Offshore Wind Projects in TN coast

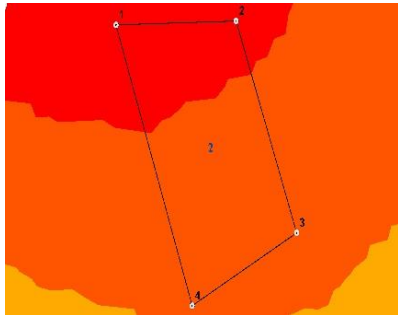
Block 2	Boundary Points	Latitude	Longitude
	1	08° 03' 47.72371698" N	077° 41' 35.96290002" E
	2	08° 03' 57.00346702" N	077° 47' 33.44613731" E
	3	07° 55' 30.88471532" N	077° 50' 33.38988611" E
	4	07° 52' 36.82018998" N	077° 45' 22.52165955" E

Fig. 04: Block 2

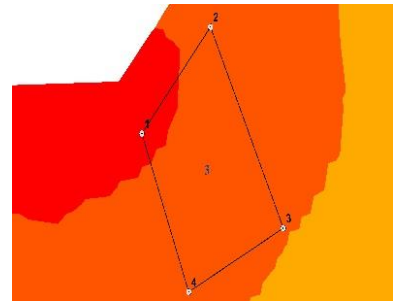
Block 3	Boundary ID	Latitude	Longitude
	1	08° 04' 02.28905987" N	077° 48' 31.78896036" E
	2	08° 09' 24.80536546" N	077° 52' 46.05191377" E
	3	07° 59' 16.22684932" N	077° 57' 15.9646035 1" E
	4	07° 56' 03.13526471" N	077° 51' 25.35945949" E

Fig. 05: Block 3

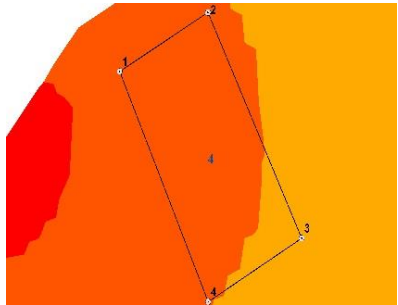
Block 4	Boundary ID	Latitude	Longitude
	1	08° 09' 49.11076938" N	077° 53' 23.24046568" E
	2	08° 12' 24.25027828" N	077° 58' 05.34119981" E
	3	08° 02' 31.37124854" N	078° 03' 04.9653042 1" E
	4	07° 59' 44.48055006" N	077° 58' 06.18390086" E

Fig. 06: Block 4

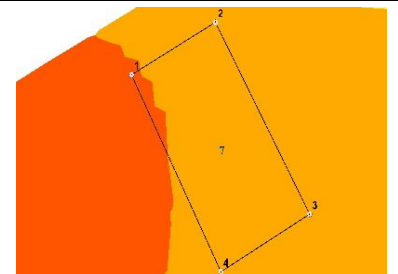
Block 7	Boundary ID	Latitude	Longitude
	1	08° 12' 37.91193679" N	077° 58' 43.82592826" E
	2	08° 15' 13.82133421" N	078° 03' 29.58241167" E
	3	08° 05' 44.39836787" N	078° 08' 50.79919045" E
	4	08° 02' 53.41435470" N	078° 03' 48.41315508" E

Fig. 07: Block 7

5.2 SECI, on behalf of NIWE, wishes to invite proposals for setting up of offshore wind power projects, on Build Own Operate (BOO) basis, for an aggregate capacity of 4000 MW.

- (i) MNRE shall, in respect of each Project, enter into an agreement to lease (“**Agreement to Lease**”/ “**AtL**”) with the Successful Bidder (i.e., the Bidding Company/ Lead Member of the Bidding Consortium) for such Project selected based on this RfS. The Agreement to Lease shall set out details of the security deposit to be furnished to MNRE with respect to the survey stage, a description of the seabed that will be leased, and the preconditions to grant of the lease for conduct of the survey.
- (ii) Subject to procurement of the permits and clearances required to be obtained in connection with commencement of the survey in accordance with the Agreement to Lease (including, without limitation, the stage II clearances set out below and the letter of consent to be issued by SECI/NIWE or its designated agency for carrying out the offshore wind measurement and other surveys), MNRE shall enter into a seabed lease deed (the “**Seabed Lease Deed**”) with the Successful Bidder (i.e., the Bidding Company/ Lead Member of the Bidding Consortium) to grant a lease of the seabed to the Successful Bidder in order to carry out survey (in accordance with the applicable laws and guidelines in this regard) and development activities necessary to prepare a detailed project report and advance a project to financial close. The Seabed Lease Deed shall set out details of the security deposit to be furnished to MNRE with respect to the construction and operation stage, a description of the seabed that will be leased, the non-refundable lease rentals of Rs. 1 (one) Lakh per Sq km per year payable to MNRE (which shall be the lease rentals as stipulated in the Offshore Wind Energy Lease Rules, 2023) and the contributions to be made by the Successful Bidder to the fund to be set up and operated by NIWE in respect of each Project (the “**Seabed Allocation Fund**”).

S. No	Ministry/ Department	Stage-II Clearances (or NOCs)
(i)	Ministry of Environment, Forests & Climate Change	EIA and CRZ clearance
(ii)	Ministry of Defence	Clearance related to defence and security aspects, related to Army, Navy, Air Force, DRDO and other such institutions under the Ministry of Defence.
(iii)	Ministry of External Affairs	Clearance for development of Project within the maritime zones of India.
(iv)	Ministry of Home Affairs	Clearance regarding deployment of foreign nationals in Block
(v)	Ministry of Civil Aviation	Clearance for construction near aviation radars/ aerodromes. No clearance/ non-objection certificate required for all other locations.
(vi)	Ministry of Petroleum & Natural Gas	Clearance for Project proposed in Oil & Gas blocks. No objection certificate required for all other locations.
(vii)	Ministry of Shipping	Clearance for Project near major ports. No objection certificate to operate away from

		shipping lanes.
(viii)	Department of Space	Clearance from security angle with regard to Department of Space installations and for minimum safety distance to be maintained from the Department of Space installations.
(ix)	Department of Telecommunication	No objection certificate to operate outside subsea communication cable zones.
(x)	Ministry of Mines	No objection certificate to operate outside mining zones.
(xi)		Any other clearances as may be required under applicable law in order to establish and operate the Project.

It may be noted that the following in-principle/ stage-I clearances have already been obtained in respect of each of the Blocks:

S. No.	Ministry/Department	Stage-I Clearances
(a)	Ministry of Environment, Forests & Climate Change	In-principle clearance
(b)	Ministry of Defence	In-principle clearance
(c)	Ministry of External Affairs	In-principle clearance
(d)	Ministry of Home Affairs	In-principle clearance
(e)	Department of Space	In-principle clearance

(iii) Subject to completion of the survey, submission/ finalisation of the detailed project report and compliance with the preconditions as set forth in the Seabed Lease Deed, the following agreements shall be signed:

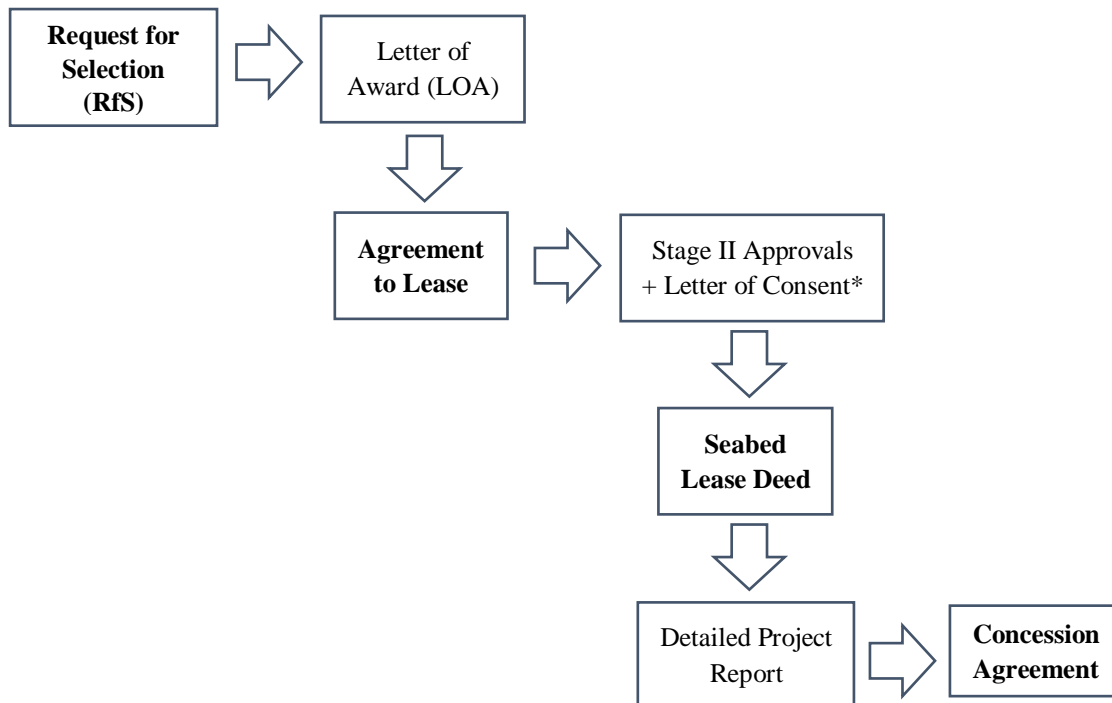
- (a) NIWE shall enter into a concession agreement (the “**Concession Agreement**”) with the OWPD to grant a concession for designing, building, financing, constructing, commissioning, operating and maintaining the Project in accordance with applicable law, including, but not limited to the Offshore Wind Energy Lease Rules, 2023. The development of the Project shall be taken up by the OWPD within the stipulated period, and the power off-take will be the sole responsibility of the OWPD; and
- (b) MNRE shall continue the seabed lease deed (“**Seabed Lease Deed**”) with the OWPD as a condition precedent under the Concession Agreement. The Seabed Lease Deed shall grant a lease of the seabed to the OWPD (as also the cable

routes as identified in the detailed project report) to undertake the construction and operation of the Project, and shall stipulate the non-refundable lease rentals of Rs. 1 (one) Lakh per Sq km per year payable to MNRE (which shall be the lease rentals as stipulated in the Offshore Wind Energy Lease Rules, 2023) and the contributions to be made by the Successful Bidder to the Seabed Allocation Fund.

The term of the lease granted under the Seabed Lease Deed shall be co-terminus with the Concession Period contemplated under the Concession Agreement (i.e., 35 (thirty-five) years for construction and operation of the Project).

Drafts of the aforementioned agreements (collectively, the “**Project Agreements**”) are available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.

- (iv) The energy generated from the Project may be captively consumed or sold to third parties (including on a merchant basis or else on the exchange or to procurers on bilateral lease or by participating in bids for power procurement. MNRE/ NIWE or any other Government Agency shall not be obliged to buy any power generated from the Project. However, benefits like provision of power evacuation infrastructure from the offshore pooling delivery point, waiver of transmission charges, renewable energy credits with multipliers, carbon credit benefits etc. as determined by the Government of India/ State Governments from time to time shall be applicable.



* Only approvals for commencement of the survey would be required at this stage. Obtainment of approvals for undertaking the survey is a continuous process wherein approvals may have to be obtained at various stages of the survey.

Fig. 08: Flow chart for allocation of seabed lease rights

6 *Connectivity with the Grid*

- 6.1 Evacuation of power from the offshore wind farm to the offshore substation is in the scope of OWPD. The Central Transmission Utility, through its identified Transmission Licensee, shall be responsible for developing the offshore pooling substation and the evacuation infrastructure therefrom to the onshore pooling substation, including the export cables.

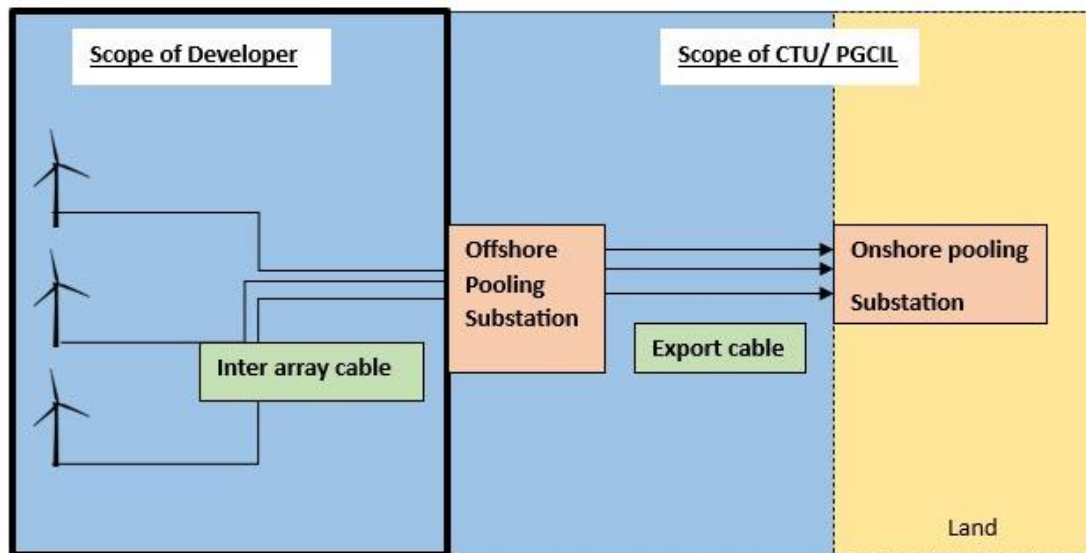


Fig. 9: Evacuation Infrastructure

- 6.2 Metering for the purpose of energy accounting shall be done as per applicable law, including, without limitation, the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006.
- 6.3 The cable routes for the transmission corridor falling outside the allocated seabed area will also be subject of the lease rights granted under the Seabed Lease Deed.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

7 *Scope of Work*

- 7.1 Pursuant to this RfS, the Successful Bidder shall be required to undertake surveys of the seabed and associated development activities towards preparation of detailed project report and advancing project to financial close, and the OWPD shall be required to set up an offshore wind power project and transmission system to deliver the power at the offshore substation (each project to be developed on each of the identified Blocks is referred to as “**Project**”, and collectively as the “**Projects**”), with the primary objective of using the power captively or for sale to third party (including on a merchant basis or else on the power exchange or to procurers either through bilateral agreement or by participating in bids).
- 7.2 Installation and ownership of the Project, along with obtaining necessary approvals will be under the scope of the OWPD. Except the seabed to be leased by the Government of India, the other Project related scope, including the identification of land (for, *inter alia*, onshore manufacturing, assembly, storage of wind turbine components, wind turbine and other components), transport, installation, commissioning, and ownership of the Project, along with obtaining connectivity, long term access under the general network access framework and necessary approvals and interconnection with the offshore transmission network for supply/self-use of power will be under the scope of the OWPD.
- 7.3 The Projects to be developed pursuant to this RfS contemplate deployment of state-of-the-art offshore wind power technology in accordance with applicable law. However, the selection of Successful Bidder for the Project would be technology agnostic.

8 *Selection of Successful Bidder*

- 8.1 Selection of Successful Bidder for allocation of sea-bed areas on lease for proposed installation of a total offshore wind capacity of 4000 MW will be carried out through e-bidding.
- 8.2 The minimum MW capacity to be installed by the developer in the allocated Block shall be as defined in the bid. The bidder may set up more capacity in the allocated seabed area than the stipulated minimum.

9 *Eligibility of a Bidder*

The following conditions shall be applicable to the Bidders for submission of Bids against this RfS:

- 9.1 Subject to Clause 9.4 below, a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single Bid. It is clarified that a Bidder bidding individually or as a Member of a Bidding Consortium shall not be entitled to submit another Bid either individually or as a Member of any Bidding Consortium, as the case may be.

Note: In case a common Company/ Companies directly or indirectly hold(s) more than 10% (ten percent) but less than 26% (twenty six percent) shareholding in more than 1 (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.

- 9.2 Bidders shall provide individual financial Bids for each Block separately.
- 9.3 The evaluation of Bids shall be carried out as described in Section-VIII of the RfS. The methodology for allocation of Projects is elaborated in Section-VIII of the RfS.
- 9.4 Subject to the exception as per Clause 9.1 above, (i) multiple Bids from same Company including its Parent/ Ultimate Parent/ Affiliates/ Group Companies shall make all the Bids submitted by the group invalid, (ii) multiple Bids for the same Block from the same Company including its Parent/ Ultimate Parent/ Affiliates/ Group Companies shall make all the Bids submitted by the group invalid. Only 1 (one) Bid per Block is to be submitted by a Bidder.

10 *Connectivity*

- 10.1 The Project may be designed for interconnection with the Inter-State Transmission System in accordance with the prevailing regulations of the Central Electricity Regulatory Commission in this regard. For interconnection with the grid and metering, the OWPD shall abide by the applicable rules, Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other rules and regulations/procedures (as amended from time to time) as laid down by the appropriate authority issued by the Appropriate Commission and Central Electricity Authority (“CEA”).
- 10.2 It is the responsibility of the OWPD to establish a transmission network up to the offshore substation within the scheduled commissioning date of the Project.
- 10.3 The OWPD shall comply with regulations of the Appropriate Commission on forecasting, scheduling and deviation settlement, as applicable and is responsible for all liabilities related to open access and connectivity to the transmission network. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the OWPD and any financial implication on account thereof shall be borne by the OWPD.

11 *Energy Supply by the OWPD*

- 11.1 The annual capacity utilization factor of the Project (and any revision thereof) shall be maintained and declared as per the offtake agreement(s) with the buying entity(ies).
- 11.2 If the OWPD has not been able to supply minimum energy corresponding to the value of annual capacity utilisation factor, such shortfall shall be dealt as per the applicable provisions of the offtake agreement(s) with the buying entity(ies).

12 *Commissioning of Project*

- 12.1 Commissioning of the Project shall be carried out by the OWPD in line with the procedure and as per the timelines set forth in the Concession Agreement and applicable law. A commissioning certificate shall be issued by NIWE/SECI after successful commissioning. Failure to commission the Project within the timelines set forth in the Concession Agreement shall render the OWPD liable for damages in the manner set forth in the Concession Agreement.

12.2 Part commissioning of the Project shall be accepted in accordance with the Concession Agreement.

13 *Early Commissioning*

The OWPD shall be permitted full commissioning as well as part commissioning of the Project even prior to the scheduled date of commissioning, subject to the terms of the Concession Agreement.

SECTION-V STANDARD CONDITIONS OF CONTRACT

14 *Obtaining RfS*

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

15 *Cost of Documents*

Prospective Bidders are required to submit their Bids in response to this RfS 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 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, under the "Financials" tab. Upon making the necessary payments, the prospective Bidders shall immediately write to SECI (mailing to finance@seci.co.in), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. SECI will not be liable for any delay in issuing necessary invoices in this regard.

Bids submitted without cost of the RfS document, Bid processing fee and/ or bank guarantee against EMD (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of cost of the RfS and EMD.

16 *Project Scope & Technology Selection*

- 16.1 Under this RfS, the OWPD shall set up the Project at its own cost. All approvals, permits and clearances required for setting up of the Project, including those required from State Government and local bodies, shall be in the scope of the OWPD. NIWE will facilitate in getting the approval from the respective governmental agencies, but the scope lies with the OWPD.
- 16.2 The Projects to be developed pursuant to this RfS provide for deployment of state-of-the-art offshore wind power technology in accordance with applicable law. However, the selection of the Successful Bidder would be technology agnostic.

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

- 17.1 NIWE will facilitate the stage-II clearances and coordinate with concerned Ministries/ Departments for grant of clearances/ no objection certificates. Additional clearances/ approvals may be required from State Government bodies for creating evacuation infrastructure, logistics etc. The OWPD may directly apply for such clearances/ approvals to the concerned State Government bodies.
- 17.2 The OWPD should apply for all the necessary approvals, permits and clearances in accordance with the timeframes and other stipulations set forth in the Project Agreements, particularly the Agreement to Lease, Seabed Lease Deed and Concession Agreement. Such applications shall be complete in all respects, and revised, as may be required, in order to incorporate the clarifications/ changes as required by the concerned authorities. Compliance with the aforesaid stipulations shall be germane when examining cases in which the grant of the necessary approvals and permits is delayed for a period substantially greater than the standard period of grant of approval by the respective agencies/ organizations.

18 *Earnest Money Deposit (EMD)*

- 18.1 EMD of **INR 1,00,00,000/- (Rupees One Crore only) per Block** being bid for in the form of a bank guarantee according to Format 7.3A and valid for 9 (nine) 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 guarantee towards EMD has to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. The EMD shall be submitted separately for each Block being bid for. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. The format of the bank guarantee prescribed in the Format 7.3 A (EMD) shall be strictly adhered to and any deviation from the above format shall result in rejection of the EMD and consequently, the Bid.
- 18.2 The Bidder shall furnish the bank guarantee towards EMD from any of the scheduled commercial banks as listed on the website of Reserve Bank of India 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.
- 18.3 The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of 7 (seven) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original Bid submission date or as per any revised submission date and if the deadline for submission of Bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than 2 (two) months from the actual date of Bid submission and the Bidder submits the EMD extension for the requisite period within 7 (seven) days from the date of actual Bid submission, if required.
- 18.4 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 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.

18.5 **Forfeiture of EMD**

The EMD shall be encashed by SECI in following cases:

- (i) If the Bidder withdraws or varies the Bid after due date and time of Bid submission and during the validity of Bid;
- (ii) If the Successful Bidder does not submit the requisite documents as per Clause 20 of the RfS or does not execute the Agreement to Lease within the stipulated time period;
- (iii) 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;
- (iv) If the Bidder fails to furnish required AtL Security Deposit in accordance with Clause 19 of the RFS.

18.6 **Payment on Order Instrument (POI):**

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 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”.

19 ***Security Deposit***

- 19.1 Bidders selected by SECI based on this RfS shall submit a refundable security deposit (the “**AtL Security Deposit**”) for a value @ **INR 1,00,00,000 (Indian Rupees One Crore) per site** prior to signing of the Agreement to Lease. It may be noted that Successful Bidder (i.e., the Bidding Company/ Lead Member of the Bidding Consortium) shall submit the AtL Security Deposit in the form of a Bank Guarantee according to the Format 7.3B with a validity period up to (and including) the date of furnishing, pursuant to the Agreement to Lease, of a security deposit in respect of conducting the survey pursuant to the Seabed Lease Deed. On receipt and after successful verification of the total AtL Security Deposit in the acceptable form, the EMD shall be returned by SECI to the Successful Bidder. It may be noted that Agreement to Lease will be signed only upon successful verification of the AtL Security Deposit submitted by the Successful Bidder. The AtL Security Deposit is required to be submitted in the name of the entity signing the Agreement to Lease (i.e., the Bidding Company/ Lead Member of the Bidding Consortium).
- 19.2 The Successful Bidder shall furnish the AtL Security Deposit from any of the scheduled commercial banks as listed on the website of Reserve Bank of India and amended as on the date

of issuance of the AtL Security Deposit. 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. The bank guarantee towards AtL Security Deposit has to be issued in the name of the Successful Bidder/ SPV created by the Successful Bidder for setting up the Project.

- 19.3 The format of the bank guarantee prescribed in the Format 7.3 B (Security Deposit) shall be strictly adhered to and any deviation from the above format shall result in rejection of the AtL Security Deposit. In case of deviations in the format of the bank guarantee, the Agreement to Lease shall not be signed.
- 19.4 SECI has agreed to accept the AtL Security Deposit 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 AtL Security Deposit shall be encashable for being appropriated in terms of the guarantee as in the case of appropriation of the cash deposit.
- 19.5 The Successful Bidder for the Project selected based on this RfS is required to sign Agreement to Lease with MNRE within the timeline as stipulated in Clause 20 of the RfS. In case the Successful Bidder does not submit the requisite documents as per Clause 20 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the Agreement to Lease within the stipulated time period, then the bank guarantee equivalent to the amount of the EMD shall be encashed from the bank guarantee available (i.e. EMD or AtL Security Deposit) as liquidated damages not amounting to penalty, the selection of the Successful Bidder shall stand cancelled and the Successful Bidder expressly waives off its rights and objections, if any, in that respect.
- 19.6 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.
- 19.7 All expenditure towards execution of bank guarantees such as stamp duty, etc. shall be borne by the Bidders. 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 Canara Bank IFSC: CNRB 0002874, Client Name: National Institute of Wind Energy and a confirmation in this regard is received by NIWE. Message Type: IFN760COV is to be used by the issuing bank.
- 19.8 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 State Bank of India, and the endorsing bank would be required to provide the SFMS confirmation.
- 19.9 After the bidding process is over, SECI shall release the bank guarantees towards EMD of the unsuccessful Bidders within 15 (fifteen) days after the issuance of the LoA.

20 *Agreement to Lease*

- 20.1 MNRE shall enter into an Agreement to Lease with the Successful Bidder selected based on this RfS. A copy of standard Project Agreements to be executed in respect of the Project will be made available on ETS portal and also in SECI website. The Agreement to Lease shall be signed within 90 (ninety) days from the date of issue of the letter of award (“LoA”), if not

extended by SECI (for e.g., if the LoA is dated 07.02.2022, then the last date of signing of the Agreement to Lease shall be on or before 08.02.2022). Subsequent extension in this timeline shall be finalized as mutually agreed.

- 20.2 The AtL Security Deposit shall be submitted by the Successful Bidder prior to signing of Agreement to Lease. Before signing of Agreement to Lease between MNRE and the Successful Bidder, SECI will verify the shareholding of the Bidding Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the Successful Bidder are false/ misleading or misrepresented in any way, then the provisions contained in this RFS will be applicable.
- 20.3 Successful Bidder will have to submit the required documents to SECI within 90 (ninety) days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of Agreement to Lease.
- 20.4 SECI/NIWE will not be obliged to buy any power generated by the OWPD from the Project. All the power and energy generated from the Project is to be either used captively or for sale to third parties (including on a merchant basis) or else on the power exchange.
- 20.5 In addition to the above, the Successful Bidder/ OWPD shall submit a detailed L-2 schedule for the Project prior to the signing of offtake agreement(s). Broad details to be captured in the L-2 schedule are the procurement, order, supply and erection status of various Project components; financial arrangement/ tie up, etc. NIWE shall provide the standard L-2 schedule template to the Successful Bidder/ OWPD after the issuance of LOA. Further, copies of such offtake agreement(s), including any energy wheeling agreements entered into in relation thereto, shall be deposited with the NIWE/ MNRE within 60 (sixty) days of their execution.

21 *Land Arrangements for the Project*

- 21.1 The OWPD shall be responsible for acquiring the land required near the coast, if any, from state or port authorities for, *inter alia*, onshore manufacturing, assembly, storage/ stacking of wind turbine components, wind turbine and other components. NIWE/ MNRE/ SECI shall not be held responsible for the same in any manner.
- 21.2 Provided that NIWE shall, on a best efforts basis, facilitate that an agreement be entered into by and amongst the OWPD, the State Government of Tamil Nadu and other concerned stakeholders to: (i) timely facilitate allotment by the State Government of Tamil Nadu to the OWPD of suitable land at a concessional rate, and (ii) constitute a joint coordination committee comprising suitable representatives of NIWE, State Government, the OWPD, and other concerned stakeholders for the purpose of facilitating/ coordinating smooth implementation of the Project.
- 21.3 Bidders may note that the publicly owned ports at Tuticorin in Tamil Nadu have been identified as potential ports which can be upgraded to meet the requirements of offshore wind. It is clarified, however, that the choice of port(s) proposed to be used in relation to the Project shall be solely at the direction of the Bidder/ OWPD.

22 *Commercial Operation Date (COD)*

The commercial operation date of the Project shall be achieved and evidenced in accordance with the stipulations set forth in this regard in the Concession Agreement. Any energy produced and flowing into the grid before the commercial operation date shall not be at the cost of MNRE/ NIWE, and the OWPD will be free to sell the same to any third party or use the same captively or deal with the same as per the offtake agreement(s) with the buying entity(ies).

23 *Integrity Pact*

In respect of this Project, the independent external monitor (“**IEM**”) would be monitoring the execution of the Project Agreements to oversee implementation and effectiveness of the Integrity Pact (“**IP**”) Program based on the IP executed with the Successful Bidder, as per Format 7.15. The names of IEMs who have been appointed in terms of the IP, which will form a part of the Project Agreements are:

- i) Dr. Varesh Sinha, IAS (Retd.), E Mail Id: vareshsinha@gmail.com
- ii) Shri Bimal Julka, IAS (Retd.), E Mail Id: bimaljulka1955@gmail.com

The above-mentioned IEMs are authorized to examine/ consider all references made to it under this RfS/ Project Agreements. The Successful Bidder/ OWPD, in case of any dispute(s)/ complaint(s) pertaining to this Project may raise the issue either with the designated nodal officer in NIWE or directly with the IEM at NIWE office at following address:

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-
110023, India
Kind Attn.: AGM (C&P)
Telephone No.: - 0091-(0)11-24666200
E-mail: - contracts@seci.co.in

The IEM has the right to access without restriction to all Project documentations of the employer including that provided by the Successful Bidder/ OWPD. The Successful Bidder/ OWPD will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentations. The same is applicable to subcontractors. The IEM is under contractual obligation to treat the information and documents of the Successful Bidder/ OWPD/ subcontractors / JV partners / Member with confidentiality.

The nodal officer for necessary coordination in this regard shall be as under:

- i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- ii) Head of concerned Department: For issues pertaining to other departments.

24 *Shareholding Restrictions*

- 24.1 The Bidder shall provide complete information in their Bid in reference to this RfS about its Promoters and, upon issuance of LoA, the Successful Bidder shall indicate its shareholding (i.e., of the Bidding Company/ Members) indicating the Controlling Shareholding before signing of Agreement to Lease. The Bidder shall declare the above information regarding its

Promoter(s) as per the prescribed format.

- 24.2 Change in the Controlling Shareholding of the Bidding Company or Members shall be permitted post the date of submission of award for seabed leasing, subject to the Bidder continuing to meet the eligibility criteria as set forth in this RfS and achieving the same or higher evaluated score, and the Bidder providing prior written intimation to NIWE/ MNRE of such change in Controlling Shareholding, which intimation shall include relevant details in support of such continued eligibility and/ or matching/ exceeding the score. In the event of a change in the Controlling Shareholding of the Bidding Company or Members in contravention of the foregoing, then, the Bidder shall stand be disqualified forthwith or as the case may be, the LoA/ Project Agreement shall be liable to be terminated (and the EMD/ AtL Security Deposit/ Seabed Security Deposit/ Performance Security liable for forfeiture), by a communication in writing by NIWE/ MNRE to the Bidder/ OWPD, without NIWE/ MNRE being liable in any manner whatsoever to the Bidder/ OWPD and without prejudice to any other right or remedy which NIWE/ MNRE may have under this RfS, the Project Agreements or under applicable law.
- 24.3 The Successful Bidder shall ensure that the shareholding in the OWPD is in accordance with the stipulations of the Concession Agreement.

SECTION-VI

INSTRUCTIONS TO BIDDERS

25 *Survey and Decommissioning*

25.1 Conduct of survey

The survey pursuant to the Seabed Lease Deed will have to be carried out as per applicable law, including the Guidelines for Offshore Wind Power Assessment Studies and Surveys issued by MNRE.

25.2 Decommissioning

The OWPD will be responsible for decommissioning of the Project in accordance with applicable law, the provisions of the Project Agreements, international best practices, and the Offshore Wind Energy Lease Rules 2023.

25.3 The Successful Bidder/ OWPD shall adhere to guidance on environmental and health and offshore safety requirements as per applicable laws.

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

26.1 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-A**. Submission of Bids by Bidders in response to RfS shall be in the manner described below:

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

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

- (iii) Bank guarantee against EMD as per **Format 7.3 A**.
- (iv) Board resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the company secretary or the director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - (a) Board resolution from the Bidding Company or the Lead Member of the Bidding Consortium, as the case may be, in favor of the person signing the

response to RfS and, in the event of selection as the Successful Bidder, to sign the Agreement to Lease and Seabed Lease Deed.

- (b) Board resolution from each of the Members in favour of the person signing Consortium Agreement.
- (c) Board resolution from the Bidding Company committing 100% (one hundred percent) of the equity requirement for the Project/ board resolutions from each of the Members together in aggregate committing to 100% (one hundred percent) of equity requirement for the Project (in case of Bidding Consortium); and
- (d) Board resolutions from each of the Members and Lead Member of the Bidding Consortium contributing such additional amount over and above the percentage limit (specified for the Lead Member of the Bidding Consortium and other Members in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- (v) In case of a Bidding Consortium, the consortium agreement (“**Consortium Agreement**”) between the Members as per **Format 7.5** along with board resolution from each Member for participating in Consortium.
- (vi) Format for Net Worth/ annual turnover as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ statutory auditors showing details of computation of the financial credentials of the Bidder.
- (vii) Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
- (viii) A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- (ix) Format for commissioning experience as per **Format 7.9**.
- (x) Attachments
 - (a) Memorandum of Association and Articles of Association need 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/ wind power plant development/ offshore wind power project development. In case there is no mention of the above provisions in the Memorandum of Association/ Articles of Association of the Bidding Company, the same has to be amended and submitted prior to signing of the Agreement to Lease and Seabed Lease Deed, if the Bidder is selected as Successful Bidder.
 - (b) Certificate of incorporation of Bidding Company/ all Members.

- (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 (thirty) days prior to the last date of Bid submission. SECI 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 3 (three) Financial Years immediately preceding the last date for Bid submission, i.e., FY, 2020-21, FY 2021-22 and 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 (seven) 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.
- (xi) Covering letter of the financial Bid as per **Format 7.10**.
- (xii) Signed Integrity Pact as per **Format 7.15**.
- (xiii) Signed undertakings as per **Formats 7.11, 7.12, 7.13 and 7.14**.
- (xiv) Techno-commercial Bid.

Provided that, in case of non-availability and/ or non-applicability of the board resolution(s) as required herein, a letter from the CEO/ Managing Director/ fund manager of the respective Bidder/ Member(s)/ Affiliate(s) shall be required to be submitted to the same effect and the requisite board resolution from the Bidder/ Member(s)/ Affiliate(s) shall, as applicable, be required to be submitted prior to signing of the Agreement to Lease.

27 Important Notes and Instructions to Bidders

- 27.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 27.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of Agreement to Lease in terms of Clause 20 of the RfS.
- 27.3 If the Bidder/ Member 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, SECI reserves the right to reject such response to RfS and/ or cancel the LoA, if

issued, and the bank guarantee against EMD provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

- 27.4 Response submitted by the Bidder shall become the property of the NIWE/ MNRE / SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 19 of the RfS. Further, SECI shall, subject to applicable law, keep confidential any and all submissions made by the Bidders pursuant to this RfS.
- 27.5 All documents of the response to RfS (including RfS and subsequent amendments/ clarifications/ addenda) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 27.6 The response to RfS shall be submitted as mentioned in Clause 26 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 27.7 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 TOE of preliminary qualification Bid.
- 27.8 All the information should be submitted in English language only. In case of foreign Bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 27.9 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 27.10 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in RfS, will be liable for rejection by SECI.
- 27.11 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 27.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 27.13 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be constructed as waiver on the part of SECI of the obligation of the Bidder to furnish the said/information unless the waiver is in writing.
- 27.14 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Project Agreements (including its interpretation) shall be resolved in accordance with the terms of such Project Agreement and the Offshore Wind Energy Lease Rules, 2023. Subject to the above, only New Delhi courts shall have exclusive jurisdiction in

all matters pertaining to this RfS. The Appropriate Commission shall exercise regulatory and adjudicatory jurisdiction in accordance with applicable law.

27.15 All the financial transactions to be made with SECI, delay charges and any additional charges (if required), shall attract Goods & Services Tax on each transaction, irrespective of the same being mentioned in the RfS/ Project Agreements.

28 *Non-Responsive Bid*

28.1 The electronic response to RfS submitted by the Bidder along with the documents submitted online to SECI 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.

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

- (i) Non-submission of the requisite cost of RfS and/ or processing fees as mentioned in the Bid Information Sheet.
- (ii) Response to RfS not received by the due date and time of Bid submission.
- (iii) Non-submission of correct, valid and operative pass-phrases for the preliminary qualification Bid, techno-commercial Bid and financial Bid (price Bid) parts after the deadline of Bid submission, and before the commencement of the TOE of preliminary qualification Bid.
- (iv) Any indication of financial quote/ Quoted Seabed allocation fee in any part of response to the RfS, other than in the financial Bid.
- (v) Data filled in the electronic form of financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (vi) Except for the scenario as per Clause 9.1 above, in case it is found that the Bidding Company including Ultimate Parent / Parent / Affiliate/ Group Companies have submitted more than 1 (one) response in respect of each Block under this RfS, then all these Bids submitted for the Block shall be treated as non-responsive and rejected.
- (vii) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

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

29.1 **Documents to be Submitted Offline**

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

- (i) Bank guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A).
- (ii) Pass-phrases for technical Bid and financial Bids submitted on the ETS portal.

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

Bank guarantee against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 (two) working days after the closing date of Bid submission. The 2 (two) day duration will be counted from the date of Bid submission.

For e.g., if the Bid submission deadline is 18:00 hrs on 22.01.2022, the above deadline will expire at 18:00 hrs on 24.01.2022. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of bank guarantee.

Note: In all cases, the bank guarantee against EMD shall be issued on or before the Bid submission deadline. These instruments issued after the expiry of the deadline will be rejected.

The bidding envelope shall contain the following sticker:

Allocation of Seabed Rights for 4000 MW Offshore Wind Power Projects	
<i>RfS Reference No.</i>	SECI/C&P/IPP/12/0018/23-24 dated 02.02.2024
<i>Submitted by</i>	<i>(Enter full name and address of the Bidder)</i>
<i>Organization ID (OID) on EPS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	AGM (C&P) Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Email – contracts@seci.co.in

29.2 **Documents to be Submitted Online**

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

If the Bidder has submitted Bid online and fails to submit the bank guarantee for requisite amount offline within 2 (two) working days from last date of Bid submission, then the same

shall be treated as incomplete Bid and cost of RfS, processing fee submitted at this stage will be encashed and the EMD shall be returned and the submitted Bid will stand cancelled.

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

I. Technical Bid (First Envelope)

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

- (i) Formats 7.1, 7.2 (if applicable), 7.3A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.11, 7.12, 7.14 and 7.15 as elaborated in Clause 26 of the RfS.
- (ii) All attachments elaborated in Clause 26 of the RfS, under the sub-clause (x): Attachments, with proper file names.
- (iii) All supporting documents regarding meeting the criteria.
- (iv) Scanned copies of NEFT/ RTGS/ DD/ Pay order details towards cost of RfS as mentioned in Bid Information Sheet.
- (v) Scanned copies of requisite amount of bank guarantee towards EMD as mentioned in the Bid Information Sheet.
- (vi) single set of responses to the techno-commercial evaluation as set out in Section VIII.

The Bidder will have to fill the electronic form provided at the ETS portal as part of preliminary qualification Bid.

Submission of Pass-phrases: In line with Clause 27.7, and **Annexure-A**, the Bidder shall be required to submit the pass-phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the TOE of preliminary qualification Bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single financial Bid containing the scanned copy of the covering letter as per Format 7.10 of the RfS.

The Seabed allocation fee (in Rupees per square kilometre of sea-bed area) for all Projects the Bidder has opted to apply for, shall have to be filled online in the electronic form provided at the ETS portal.

The instructions mentioned in the financial Bid electronic form have to be strictly

followed without any deviation, else the Bid shall be considered as non-responsive.

Important Note:

- (i) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (ii) 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.
- (iii) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (iv) 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 SECI within the Bid submission deadlines, the online Bid of the Bidder shall not be opened and shall be 'archived' on the ETS portal. Similarly, Bids submitted offline but without any online submission on ETS portal shall not be opened and the EMD shall be returned to the respective Bidder.
- (v) In case of submission of bank guarantee against EMD online on or before the Bid submission deadline, and non-submission of the hard copy of the bank guarantee to SECI within the date as on 2 (two) working days subsequent to Bid submission deadline, the respective Bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 12 (twelve) months, starting from the last date of Bid submission of this RfS.

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated in RfS. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective preliminary qualification Bid, techno-commercial Bid and financial Bid while filling the form.

30 ***Validity of the Response to RfS***

The Bidder shall submit the response to RfS which shall remain valid up to 180 (one hundred and eighty) days from the last date of submission of response to RfS ("**Bid Validity**"). SECI reserves the right to reject any response to RfS which does not meet the validity requirements.

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

32 ***Clarification/ Pre-Bid Meeting/ Enquiries/ Amendments***

- 32.1 Clarifications/ doubts, if any, on RfS may be emailed and/ or through ETS portal. The format for submission of clarification is available on the ETS portal.

32.2 SECI will make efforts to respond to the same in the pre-Bid meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questions and SECI's responses will be uploaded to the ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI website and ETS portal. No separate reply/ intimation will be given for the above, elsewhere.

32.3 A pre-Bid meeting shall be held as mentioned in the Bid Information Sheet (venue to be notified later on SECI's website).

33 *Right of SECI to Reject a Bid*

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding Goods & Services Tax, if amount credited to SECI's account), without any interest, and EMD submitted by the Bidders shall be returned to the respective Bidders.

34 *Post Award Compliances*

34.1 Timely completion of all the milestones, i.e., signing of Project Agreements, commissioning, etc. will be the sole responsibility of the Successful Bidder/ OWPD. SECI/NIWE shall not be liable for issuing any intimations/ reminders to OWPDs for timely completion of milestones and/or submission of compliance documents.

34.2 Any checklist shared with Successful Bidder/ OWPD by NIWE for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the RfS and Project Agreements must be timely submitted by the Successful bidder/ OWPD.

35 *Points of Contact in SECI*

Following officers/ departments are to be contacted by the Bidders/ OWPDs based on the stage of bidding and Project implementation under this RfS.

- (i) Bid submission up to issuance of LoA: Details as per Bid Information Sheet
- (ii) Subsequent to issuance of LoA up to Project commissioning: To be notified in due course.
- (iii) Subsequent to Project commissioning: To be notified in due course.

SECTION-VII

QUALIFICATION REQUIREMENTS FOR BIDDERS

Short listing of Bidders will be based on following criteria:

36 *General Eligibility Criteria*

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

- 36.1 The Bidder shall be a Company as defined in Section II of this RfS.
- 36.2 A Bidding Consortium with 1 (one) of the Companies as the Lead Member of the Bidding Consortium. Bidding Consortium shortlisted and selected based on this RfS has to necessarily form a special purpose vehicle and get it registered under the Companies Act, 2013 prior to signing of the Concession Agreement and Seabed Lease Deed, keeping the shareholding of the Bidding Consortium (i.e., the shareholding pattern of the special purpose vehicle) identical to the shareholding pattern of the Bidding Consortium as indicated in the Consortium Agreement (Format 7.5).
- 36.3 A foreign company can also participate on standalone basis or as a Member at the RfS stage. In case of foreign company participating on standalone basis or as a Lead Member of the Bidding Consortium and its selection as Successful Bidder, then, notwithstanding anything to the contrary in this RfS, such foreign Bidder or Bidding Consortium has to form a special purpose vehicle, i.e., an Indian Company registered under the Companies Act, 2013 prior to and for the purpose of signing of the Project Agreements. Such foreign company shall comply with all the laws and provisions related to foreign direct investment in India.
- 36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
- i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
 - ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.
 - iii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
 - iv. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or

- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 36.4.iii.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
 - vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
 - vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

36.5 Limited liability partnerships (LLPs) are not eligible for participation. However, limited liability companies shall be eligible, subject to complying with Clause 36.3.

36.6 A Bidder which has been selected as Successful Bidder based on this RfS may form a special purpose vehicle registered under the Companies Act, 2013, prior to and for the purpose of signing of the Concession Agreement and Seabed Lease Deed.

36.7 For avoidance of doubt, it is clarified that the special purpose vehicle as mentioned in Clauses 36.2, 36.3 and 36.6 above should be an immediate subsidiary of the Successful Bidder, without any intermediaries involved. The following illustrations are provided to clarify the same.

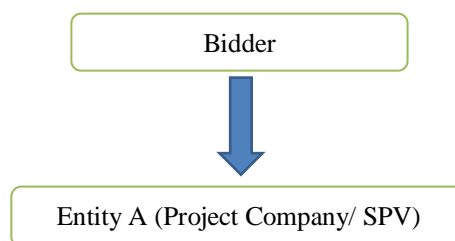


Fig. 10: Scenario 1

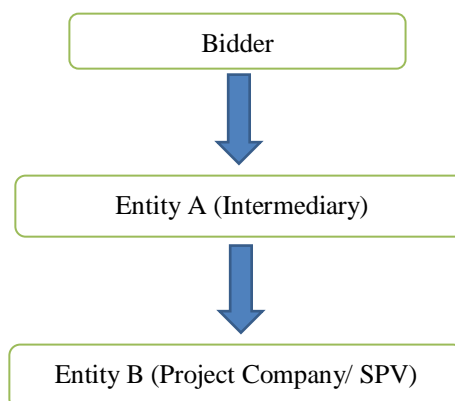


Fig. 10: Scenario 2

As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

36.8 The following criteria are considered as the basic preliminary qualifications required by the Bidder:

S. No.	Criterion	Supporting Document
(i)	As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies	Undertaking to this effect in Format 7.7
(ii)	Have in place a policy, and undertake to comply with requirements with regard to: (a) Anti-bribery; (b) Antifraud; (c) Anti-slavery; and (d) Anti-collusion.	Copy of the policy/ies and undertakings in the formats set forth in Format 7.11, 7.12, 7.13 and 7.14
(iii)	Along with its Affiliates, not in breach of /or threat to the national security	Undertaking to this effect in Format 7.7

36.9 Only the Bidders whose techno-commercial Bids pass/ fulfil the minimum score set forth in this RfS will be eligible to have their financial Bid opened and evaluated.

37 Not Used

38 Net Worth and Liquidity

38.1 Net-Worth

- (i) The average Net-Worth of the Bidder should be with reference to the last 3 (three) Financial Years immediately preceding the late date for Bid submission, i.e., Financial Year 2020-21, 2021-22 and 2022-23.
- (ii) The Net-Worth to be considered for the above purpose will be the cumulative Net-Worth of the Bidding Company or Members of the Bidding Consortium together with the Net-Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and AtL Security Deposit in case the Bidder(s) fail to do so in

accordance with the RfS.

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

38.2 **Liquidity**

The Bidder shall be required to demonstrate average annual turnover, which shall be based on the annual turnover during the previous 3 Financial Years, i.e., Financial Year 2020-21, 2021-22, and 2022-23. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

- 38.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) (including an Affiliate which is a fund) for the purpose of meeting the qualification requirements as per Clauses 38.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s) (including an Affiliate which is a fund). In such cases, the Bidder shall be required to submit board resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and AtL Security Deposit in case the Bidder(s) fail to do so in accordance with the RfS.
- 38.4 For the purposes of meeting financial strength/ parameters, 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 strength/ parameters provided the Bidder has at least 26% (twenty six percent) equity in each Company whose accounts are merged in the audited consolidated account.
- 38.5 A Bidding Company/ Bidding Consortium would be required to submit annual audited accounts for the 3 (three) Financial Years immediately preceding the last date for Bid submission, i.e., Financial Year 2020-21, 2021-22 and 2022-23, , along with Net-Worth and annual turnover from a practicing Chartered Accountant/ statutory auditor to demonstrate fulfillment of the criteria. Provisional annual accounts shall not be acceptable.

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

- 38.6 For meeting the above commercial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India’s reference rates prevailing on the date of closing of the accounts for the respective Financial Year.

- 38.7 In case of any currency for which the Reserve Bank of India reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.6 above.
- 38.8 In case the response to RfS is submitted by a Bidding Consortium, then the financial strength/ parameters (both the Net Worth and Liquidity requirements) to be met by each Member shall be computed in proportion to the equity commitment made by each of them in the OWPD.

Note: Wherever applicable, audited accounts for the last 3 (three) Financial Years preceding the last date for Bid submission, i.e., FY 2020-21, 2021-22, and 2022-23 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2022-23 are not available, then, audited annual accounts of FY 2019-20 can be considered.

SECTION-VIII

BID EVALUATION AND SELECTION OF PROJECT DEVELOPERS

39 ***Bid Evaluation***

- 39.1 The Successful Bidder will be selected in a single stage, two-envelope bidding procedure, where the Bidders have to qualify based on their techno-commercial Bids, and the Successful Bidder will be the Bidder quoting the highest Quoted Seabed allocation fee.
- 39.2 A Bidder shall not be eligible to be allocated more than 1 (one) Block.
- 39.3 Each Bidder shall submit a single techno-commercial Bid for all the Blocks being bid for, but separate individual financial Bids for each Block separately.
- 39.4 Under this RfS, the lower limit set for the bidder to quote (Seabed allocation fee) is Rs. 50 (fifty) Lakhs per Sq km per year. The bidder shall quote their required seabed allocation fee more than the lower ceiling limit.

40 ***Not Used***

41 ***Preliminary Qualification Evaluation of Bidders***

- 41.1 The first envelope (which will include the techno-commercial Bid submitted online) of only those Bidders will be opened by SECI whose required documents as mentioned are mentioned in the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of bank guarantee. For e.g., if the Bid submission deadline is 18:00 hrs on 05.01.2022, the online Bid opening will be conducted on 08.01.2022. In case of the above date being a holiday, the Bids will be opened on the next working day.
- 41.2 Subject to Clause 28 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of Bids, SECI may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by SECI within 7 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ 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. SECI shall not be responsible for rejection of any Bid on account of the above.
- 41.3 The response to RfS submitted by the Bidder shall be scrutinized to establish eligibility as per the RfS.

42 ***Techno-commercial Evaluation of Bidder***

- 42.1 Techno-commercial Bids of only those Bidders shall be opened whose are found to be qualified as per the RfS.

S. No.	Question	Particulars		Max. Marks
Technical				
(i)	Experience in commissioning offshore infrastructure projects	10 marks would be given to any entity having experience in offshore infrastructure projects		10
(ii)	Total capacity (MW) of renewable energy projects commissioned	Minimum 200 MW 5 marks: 200 – 400 MW 10 marks: 400 – 600 MW 15 marks: 600 – 800 MW 20 marks: 800 – 1000 MW 25 marks: > 1000 MW developed		25
(iii)	Conducting campaigns related to wind resource measurement, geophysical, geotechnical, oceanographic and environmental impact studies	Number of wind resource assessment campaigns completed	Maximum marks 5 (1 mark for each campaign completed)	15
		Number of offshore geotechnical campaigns completed	Maximum marks 3 (1 mark for each campaign completed)	
		Number of offshore geophysical campaigns completed	Maximum marks 3 (1 mark for each campaign completed)	
		Number of met ocean measurement campaigns completed	Maximum marks 2 (1 mark for each campaign completed)	
		Number of offshore specific environmental impact assessment studies conducted	Maximum marks 2 (1 mark for each campaign completed)	
(iv)	Years of experience in owning or operating wind power projects	Minimum 3 years' experience in wind power projects 2 marks: Experience of 3 – 5 years 4 marks: Experience of 5 – 7 years 6 marks: Experience for 7 – 9 years 8 marks: Experience for 9 – 10 years 10 marks: Experience greater than 10 years		10

S. No.	Question	Particulars	Max. Marks
(v)	Operation and management experience	<p>3 marks: < 500 MW cumulative capacity offshore wind turbine O&M experience</p> <p>OR</p> <p>Experience of installing <u>at least</u> 5 nos. of offshore oil & gas wellhead/ process platforms</p> <p>6 marks: 500 MW to 1000 MW cumulative capacity offshore wind turbine O&M experience</p> <p>OR</p> <p>Experience of installing <u>at least</u> 10 nos. of offshore oil & gas wellhead/ process platforms</p> <p>10 marks: > 1000 MW cumulative capacity offshore wind turbine O&M experience</p> <p>OR</p> <p>Experience of installing <u>at least</u> 15 nos. of offshore oil & gas wellhead/ process platforms</p>	10
Financial			
(vi)	Average Net-Worth/ Market value of assets managed and the committed capital available for investment (in case of a fund)	<p>2 marks: Average Net-Worth of INR 2,500 crore – INR 5,000 crore</p> <p>4 marks: Average Net-Worth of INR 5,000 crore – INR 6,000 crore</p> <p>6 marks: Average Net-Worth of INR 6,000 crore – INR 8,000 crore</p> <p>8 marks: Average Net-Worth of INR 8,000 crore – INR 10,000 crore</p> <p>10 marks: Average Net-Worth greater than Rs 10,000 crore</p>	10
(vii)	Average Annual turnover of last 3 (three) Financial Years (i.e., FY 2020-21, 2021-22, 2022-23)	<p>2 marks: Average Turnover of INR 1,000 crore – INR 2,000 crore</p> <p>4 marks: Average Turnover of INR 2,000 crore – INR 3,000 crore</p> <p>6 marks: Average Turnover of INR 3,000 crore – INR 5,000 crore</p> <p>8 marks: Average Turnover of INR 5,000 crore – INR 7,000 crore</p> <p>10 marks: Average Turnover greater than INR</p>	10

S. No.	Question	Particulars	Max. Marks
		7,000 crore	
(viii)	Fund raising experience	2 marks: Fund raising experience of INR 500 crore to INR 1,000 crore 4 marks: Fund raising experience of INR 1,000 crore to INR 3,000 crore 6 marks: Fund raising experience of INR 3,000 crore to INR 4,000 crore 8 marks: Fund raising experience of INR 4,000 crore to INR 5,000 crore 10 marks: Fund raising greater than INR 5,000 crore	10
TOTAL SCORE			100

Note: (a) The Bidder may seek qualification on the basis of its Affiliate(s) (including an Affiliate which is a fund). In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s); (b) For the purpose of Clause 42.1(i), the Affiliate should have been an Affiliate of the Bidder/ Member at the time such Affiliate undertook the commissioning/ installation and/ or during the period for which the experience is being claimed. A certificate to this effect from the statutory auditor shall be submitted as evidence thereof; and (c) For the purpose of Clause 42.1(i), in the event that a project was not undertaken directly by the Bidder/ Member/ Affiliate, in order for such project to qualify, the entity claiming experience should have exercised Control of the company that undertook the commissioning/ installation, and such Control should have been at the time such company undertook the commissioning/ installation. A certificate to this effect from the statutory auditor shall be submitted as evidence thereof.

42.2 **Documents to be submitted**

- (i) Copies of commissioning/ installation certificate, issued in the name of Bidder/ Member/ Affiliate by the competent governmental authority and/ or counterparty with respect to offshore infrastructure projects
- (ii) Copy of contract/ completion certificate/ commissioning document issued by third party agency/ certification agency OR documents issued by OISD/ regulatory / statutory authority regarding consent to establish and consent to operate.
- (iii) Marine survey completion certificate/ letter issued by the concerned governmental authority.

43 ***Financial Bid Evaluation (Step 2)***

43.1 In this step evaluation shall be done based on the Quoted Seabed allocation fee quoted by the Bidder in the electronic form of financial Bid.

43.2 Second envelope (containing Quoted Seabed allocation fee) of only those Bidders shall be

opened whose preliminary qualification/ eligibility is established as per the RfS and whose evaluated score is equal to or more than 60 (sixty).

43.3 Subject to Clause 2.3, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single Bid (single application) indicating the Seabed allocation fee (the “**Quoted Seabed allocation fee**”) in Indian Rupee per square kilometre of sea-bed area for the Block applied for. **The Quoted Seabed allocation fee has to be quoted in Indian Rupee Lakh per square kilometre of sea-bed area up to two places of decimal only**, and shall not be less than the lease rentals of Rs. 1 (one) Lakh per Sq km per year as stipulated in the Offshore Wind Energy Lease Rules, 2023. If it is quoted with more than 2 (two) digits after decimal, digits after first 2 (two) decimal places shall be ignored. For e.g., if the Quoted Seabed allocation fee is INR 2,33,700.743 per square kilometre of sea-bed area, then it shall be considered as INR 2,33,700.74 only).

43.4 On completion of preliminary qualification Bid evaluation, if it is found that only 1 (one) or 2 (two) Bidder(s) is/ are eligible for the next stage, evaluation of techno-commercial Bid, and opening of the financial Bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.

44 Selection of Successful Bidder and Issuance of LoAs

44.1 The Bidder quoting the highest Quoted seabed allocation fee shall be declared the winning Bidder in respect of the Block and awarded the Project. However, a Bidder shall not be eligible to be allocated more than 1 (one) Block. Accordingly, to the extent that a Bidder emerges as the highest scoring Bidder in more than 1 (one) Block, they shall be awarded the Block as per the order of preference indicated in their Bid, and the next highest scoring Bidder shall be declared the winning Bidder for such of the Blocks that are not so awarded.

44.4 In case of a tie between 2 (two) or more Bidders, the Bidder with the higher evaluated score shall be given preference. In case of a further tie, the Block will be awarded to the Bidder who has more experience of commissioning offshore wind energy projects.

44.5 At the end of selection process, an LoA will be issued to the Successful Bidder for each Block. In case of a Bidding Consortium being selected as the Successful Bidder, the LoA shall be issued to the Lead Member of the Bidding Consortium.

44.6 In this regard, it is clarified that the Successful Bidder or the OWPD, as the case may be, shall, having regard to its Quoted Seabed allocation fee, be liable to make payments in the following manner:

- (i) The Successful Bidder or the OWPD, as the case may be, shall pay to MNRE the lease rental as stipulated in the Offshore Wind Energy Lease Rules, 2023; and
- (ii) Simultaneous with the payment of the lease rental as above, the Successful Bidder or the OWPD, as the case may be, shall, during the term of the Seabed Lease Deed and from the date of execution of the Seabed Lease Deed until the commercial operation date of the Project, pay into the Seabed Allocation Fee an amount which is the quoted by the bidder. The amounts lying to the credit of the Seabed Allocation Fund shall be

released as follows to the OWPD in 5 (five) equal annual instalments:

S. No.	Event	Quantum Released
(a)	The commercial operation date of the Project is on the date which is no later than 5 (five) years from the date of execution of the Seabed Lease Deed.	90% (ninety percent) of the amounts credited to the Seabed Allocation Fund.
(b)	The commercial operation date of the Project is on the date which is on or between 5 (five) and 6 (six) years from the date of execution of the Seabed Lease Deed.	80% (eighty percent) of the amounts credited to the Seabed Allocation Fund.
(c)	The commercial operation date of the Project is on the date which is on or between 6 (six) and 7 (seven) years from the date of execution of the Seabed Lease Deed.	70% (seventy percent) of the amounts credited to the Seabed Allocation Fund.
(d)	The commercial operation date of the Project is on the date which is later than 7 (seven) years from the date of execution of the Seabed Lease Deed.	Nil

The first instalment of the refund shall be disbursed within 90 (ninety) days from the date submission of commissioning certificate of the Project.

Provided that, if any force majeure event occurs (as defined in the Concession Agreement), the period for commissioning as set forth above shall be extended by a period equal in length to the duration for which such force majeure event subsists.

By way of illustration, if the Successful Bidder's Quoted Seabed allocation fee is INR 50,50,000 per square kilometre, then INR 50,50,000 per square kilometre would be payable as the Seabed allocation fee, above and over the lease rentals Rs. 1 (one) Lakh per Sq km per year,

- 44.7 In all cases, SECI's decision regarding selection of Successful Bidder through this RfS or annulment of tender process shall be final and binding on all participating Bidders.

SECTION-IX SAMPLE FORMS AND 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 and other submission requirements specified in the RfS.

Format 7.1

COVERING LETTER

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

Ref. No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

To,

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No..... dated.....for (Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RfS, including qualification requirements in particular, terms and conditions for allocation of the seabed area for development of offshore wind power projects, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure)

OR

We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% (ten percent) but less than 26% (twenty six percent) 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 7.8 A in this regard (strike out whichever not applicable).

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

Block	Capacity (MW)	Project Preference*

* The preferences of the Projects shall be considered if a Bidder emerges as the highest scoring Bidder in more than 1 (one) Block.

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, draft Project Agreements attached thereto, issued by SECI. In token of our acceptance to the RfS, Project Agreements along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the Project Agreements are executed as per the provisions of the RfS and provisions of the Project Agreements and shall be binding on us.

2. Earnest Money Deposit (EMD):-*(Please read Clause 18 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 18 of this RfS.

3. We hereby declare that in the event we get selected and we are not able to submit the AtL Security Deposit, and/ or we are not able to sign Agreement to Lease with MNRE within the timeline as stipulated in the RfS, SECI 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 the Blocks in respect of which we are unsuccessful.

4. We have submitted our response to RfS strictly as per Section XI (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 SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of the process.

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

6. 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 Project Agreements, in the event of our selection as Successful Bidder.

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

8. 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 SECI.

9. 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.

10. 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],

11. **Contact Person**

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

Name:
Designation:
Company:
Address:
Phone Nos.:
Mobile Nos.:
E-mail address:

12. 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 an event of default under the Project Agreements and consequent provisions of the Project Agreements 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.)

Organization and Contact Details of Bidder

A1 The Bidder's Organization

1. Name of the Bidding Company/ each Member, highlighting the Lead Member, of the Bidding Consortium	
2. Full postal address of the Bidding Company/ each Member of the Bidding Consortium	
3. A short description of the business, organization and ownership structure of the Bidding Company/ each Member of the Bidding Consortium (should be confined to approx. 500 words).	
4. Legal status of the Bidding Company/ each Member of the Bidding Consortium (e.g., public limited company, private limited company, etc.)	
5. Date of incorporation of the Bidding Company/ each Member of the Bidding Consortium	
6. Country of incorporation and (if applicable) business registration number of the Bidding Company/ each Member of the Bidding Consortium	

A2 Bidder Representative

1. Name of authorized representative of the Bidder	
2. Authorized representative's contact details (full postal address, telephone number, e-mail address)	
3. Is the Bidder a Bidding Consortium	Yes/ No
4. Details on each Member of the Bidding Consortium (see A1 1–6 above)	
5. Explain the Bidding Consortium structure, the role of each Member, their respective shareholdings and how relationships will operate (should be confined to approx. 1000 words). A representative figure, detailing out the construct of the Bidding Consortium may be enclosed, for clarity.	Yes/ No

6. Details on authorized representative of the Bidding Consortium	
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A3. Multiple Applications

<p>1. Is the Bidding Company or any Members part of any other Bidder against this RfS? If 'yes', then provide the names of the relevant Members, and information of measures taken/ planned in order to maintain confidentiality and avoid distortion of the tender process (should be confined to approx. 500 words)</p>	
<p>2. Are any organizations associated with the Bidder submitting a Bid against this RfS? (For example, a company within the same group). If 'yes', then provide identification and relationship to the organization, and information of measures taken/ planned in order to maintain confidentiality and avoid distortion of the tender process (should be confined to approx. 250 words)</p>	

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Bidding Consortium)

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

(To be stamped in accordance with stamp law on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s having its registered office at , and M/s having its registered office at , (Insert names and registered offices of all Members) have formed a Bidding Consortium *vide* Consortium Agreement dated and having agreed to appoint M/s as the Lead Member of the said Bidding Consortium do hereby constitute, nominate and appoint M/s a company incorporated under the laws of and having its registered/ head office at as our duly constituted lawful attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Bidding 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 the Bidding Consortium response to RfS.
- (ii) To do any other act or submit any information and document related to the above response to RfS.

It is expressly understood that in the event of the Bidding Consortium being selected as Successful Bidder, this power of attorney shall remain valid, binding and irrevocable until the expiration of 1 (one) year from the COD (as defined in the Concession Agreement).

We as the Members of the Bidding Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member of the Bidding Consortium has done on behalf of the 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, M/s and M/s as the Members of the Bidding Consortium have executed these presents on this day of under the Common Seal of our company.

For and on behalf of 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 of the Bidding Consortium)

Attested

(Signature of the executant)

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

Place:

Date:

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT(EMD)

(To be stamped in accordance with stamp laws on 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 No. dated issued by Solar Energy Corporation of India (hereinafter referred to as 'SECI') and SECI considering such response to the RfS of *[Insert the name of the Bidder]* as per the terms of the RfS, the *[Insert name and address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at *[Insert Name of the place from the address of SECI]* forthwith without demur on demand in writing from SECI or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees *[Insert amount not less than that derived on the basis of Rs. 1,00,00,000 (Rupees One Crore per Project being Bid for), only, on behalf of M/s..... [Insert name of the Bidder].*

This guarantee shall be valid and binding on this Bank up to and including *[insert date of validity in accordance with Clause 18 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between SECI and the Bidder.

Our liability under this Guarantee is restricted to INR (Indian Rupees only). Our Guarantee shall remain in force until *[insert date of validity]*. SECI shall be entitled to invoke this Guarantee till *[insert date of validity in accordance with Clause 18 of this RfS]*.

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this Guarantee in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

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

This 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 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 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 Guarantee shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this 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 SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This Guarantee shall be effective only when the Guarantee issuance message is transmitted by the issuing Bank through SFMS to Canara Bank and a confirmation in this regard is received by SECI.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees only) and it shall remain in force until *[Date to be inserted on the basis of Clause 18 of this RfS]*.

We are liable to pay the guaranteed amount or any part thereof under this Guarantee only if SECI serves upon us a written claim or demand.

Signature:

Name:

Power of Attorney No.:

For

.....*[Insert Name and Address of the Bank]*

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____.

FORMAT FOR ATL SECURITY DEPOSIT

(To be submitted separately for each Project)

(To be stamped in accordance with stamp laws on 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 ‘Successful Bidder’) submitting the response to RfS dated issued by National Institute of Wind Energy (hereinafter referred to as ‘NIWE’) and NIWE considering such response to the RfS of *[Insert name of the Bidder]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and issuing Letter of Award dated to *(Insert Name of Successful Bidder)* as per terms of RfS and the same having been accepted by the Successful Bidder resulting in an Agreement to Lease to be entered into with the Ministry of New and Renewable Energy, Government of India (hereinafter referred as ‘MNRE’).

As per the terms of the RfS, the *[Insert name & address of Bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to MNRE at *[Insert Name of the place from the address of the MNRE]* forthwith on demand in writing from NIWE or any officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees *[Insert Total Value]* only, on behalf of M/s *[Insert name of the Successful Bidder]*

This Guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the Agreement to Lease.

Our liability under this Guarantee is restricted to INR (Indian Rupees only).

Our Guarantee shall remain in force until MNRE shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that MNRE shall have a right to invoke this Guarantee in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MNRE, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to MNRE.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by *[Insert name of the Successful Bidder]* and/ or any other person. The Guarantor Bank shall not require MNRE to justify the invocation of this Guarantee, nor shall the Guarantor Bank have any recourse against MNRE in respect of any payment made hereunder.

This 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 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 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 Guarantee shall be a primary obligation of the Guarantor Bank and accordingly MNRE shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Successful Bidder, to make any claim against or any demand on the Successful Bidder or to give any notice to the Successful Bidder or to enforce any security held by MNRE or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder.

This Guarantee shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to Canara Bank and a confirmation in this regard is received by MNRE.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MNRE serves upon us a written claim or demand.

Signature:
Name:
Power of Attorney No.:.....

For
..... *[Insert Name and Address of the Bank]*_____

Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this day of, 20

Witness:

1

Signature
Name and Address

2

Signature

Name and Address

Notes:

1. The stamp paper should be in the name of the executing bank and of appropriate value.
2. The AtL Security Deposit shall be executed by any of the scheduled commercial banks as listed on the website of Reserve Bank of India and amended as on the date of issuance of the Guarantee. Bank guarantees 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.

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 2013, 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 No. for (*insert title of the RfS*), including signing and submission of all documents and providing information/ response to RfS to SECI, representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid against the said RfS. (*To be provided by the Bidding Company or the Lead Member of the Bidding Consortium*)
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the special purpose vehicle to be incorporated for 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 SI. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 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 special purpose vehicle to be incorporated for the Project. (*To be provided by each Member, including Lead Member of the Bidding Consortium 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 Bidding Consortium*] and Mr/ Ms, be and is hereby authorized to execute the Consortium Agreement. (*To be provided by each Member, including Lead Member of the Bidding Consortium*)

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 of the Bidding Consortium and other Members in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the special purpose vehicle, obligatory on the part of the Bidding Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Members as per the provisions of the RfS. [*To be passed by each Member, including the Lead Member of the Bidding Consortium*]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with stamp laws on non-judicial stamp paper of appropriate value)

THIS consortium agreement (“**Agreement**”) executed on this day of, 20 between

1. M/s [*Insert name of Lead Member of the Bidding Consortium*] 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
2. 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), and
3. 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 Project Agreements (in case of award), against RfS No. dated issued by SECI, having its Registered Office at Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023

WHEREAS, each member individually shall be referred to as the “Member” and shall be collectively referred to as the “Members” in this Agreement.

WHEREAS SECI has issued RfS for (*insert title of the RfS*);

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Members have to commit equity investment of a specific percentage in the special purpose vehicle to be incorporated 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 and parties 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 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 Members, i.e., for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members 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 in the issued equity share capital of the special purpose vehicle is/ shall be in the following proportion:

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

6. The Lead Member, on behalf of the Bidding Consortium, shall, *inter alia*, undertake full responsibility for liaising with lenders or through internal accruals and mobilizing debt resources for the Project.
7. In case of any breach of any equity investment commitment by any of the Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the AtL Security Deposit in favor of MNRE 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 Project Agreements and shall remain valid until the expiration of 1 (one) year from the COD (as defined in the Concession Agreement), unless expressly agreed to the contrary by MNRE/ NIWE.
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. This Agreement
 - (i) 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;
 - (ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and Project Agreements.

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

For M/s [Member 1]

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

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

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

For M/s [Member n]

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

1) Signature.....

2) Signature

Name:

Name:

Address:

Address:

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

FORMAT FOR NET WORTH / ANNUAL TURNOVER

To
**Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023.**

Sub: Response to RfS No. dated for

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium is meeting the commercial eligibility criteria as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) has a Net Worth of equal to or greater than Rs 2500,00,00,000 (Rupees Two Thousand Five Hundred Crore) in the last 3 (three) Financial Years.

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

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Net-Worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore) FY 2020-21	Net Worth (in Rs. Crore) FY 2021-22	Net Worth (in Rs. Crore) FY 2022-23
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 separately)

Name of Member: {Insert name of the Member}

Net-Worth Requirement to be met by Member in proportion to the equity commitment: INR
(Equity Commitment (%) * Rs.)

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

Name of Member	Name of Affiliate(s) whose Net-Worth is to be considered	Relationship with Member* (If any)	Net-Worth (in Rs. Crore) FY 2020-21	Net-Worth (in Rs. Crore) FY 2021-22	Net-Worth (in Rs. Crore) FY 2022-23	Equity Commitment (in %age)
Member 1						
Total						

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the liquidity criteria, by demonstrating an annual turnover of INR (Rupees in words) as on the end of Financial Year (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) FY 2020-21	Annual Turnover (in Rs. Crore) FY 2021-22	Annual Turnover (in Rs. Crore) FY 2022-23
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 and/ or its Affiliate(s) as per following details:

Name of Member	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Member* (If Any)	Annual Turnover (in Rs. Crore) FY 2020-21	Annual Turnover (in Rs. Crore) FY 2021-22	Annual Turnover (in Rs. Crore) FY 2022-23	Equity Commitment (in %age)
Member 1						
Total						

* The column for "Relationship with Member" 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**

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 annual audited accounts for the last 3 (three) Financial Years immediately preceding the last date for Bid submission, i.e., FY 2020-21, FY 2021-22, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statements as on the date at least 7 (seven) days prior to the due date of Bid submission (if applicable) are to be enclosed in complete form along with all the Notes to Accounts.
- (iii) In case of the Bidder choosing to meet the liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the Bidder as part of the Bidder's Response to RfS.

UNDERTAKING

(To be submitted on the letterhead of the Bidding Company/ Each Member)

We hereby provide this undertaking to Solar energy corporation of India, in respect to our response to RfS No. dated, that M/s (*insert name of the Bidding Company/ Member*), or any of its Affiliates is:

- (a) 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;
- (b) not a willful defaulter with any tax laws, and there is no major tax 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; and
- (c) not in breach of the national security of India.

(Signature & Name of the Authorized Signatory)

FORMAT FOR DISCLOSURE

(To be submitted on the letterhead of the Bidding Company/ Each Member)

DISCLOSURE

Ref. No.

Date:.....

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

Tel. #:

Fax#:

E-mail address#

To

**Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023.**

Sub: Response to RfS No. dated for

Dear Sir/ Madam,

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

We further declare and confirm that in terms of the definitions of the RfS, M/s (enter name of the Promoter/ Promoters) is/ are our Promoter(s), and has/ have a direct/ indirect Control in the Bidding Company/ Member as per the Companies Act 2013. No other entity has a direct/ indirect control in the Bidding Company/ Member except the entity(ies) mentioned above.

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

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, SECI shall take appropriate action as deemed necessary.

Dated the day of, 20.....

Thanking you,

We remain,
Yours faithfully,

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

FORMAT FOR DISCLOSURE

(To be submitted on the letterhead of the Bidding Company/ Each Member)

(To be submitted by all such Bidders in which a common Company/ Companies directly/ indirectly own(s) more than 10% (ten percent) but less than 26% (twenty six percent) shareholding)

DISCLOSURE

Ref. No.

Date:

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

Tel. #:

Fax#:

E-mail address#

To,

**Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023**

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% (twenty six percent) in the Bidding Company/ Member. M/s (enter name of the common shareholder) also holds directly/ indirectly less than 26% (twenty six percent) 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). 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% (twenty six percent) 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/ Member as per the Companies Act 2013. No other entity has a direct/ indirect control in the Bidding Company/ Member except the entity(ies) mentioned above.

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

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, SECI shall take appropriate action as deemed necessary.

Dated the day of, 20.....

Thanking you,

We remain,
Yours faithfully,

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

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No 6/18/2019-PPD dated 23.07.2020

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

Ref. No.

Date:

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

Tel#:

Fax#:

E-mail address#

To

**Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023**

Sub: Response to RfS No dated for the tender for

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Government 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 and correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the day of, 20.....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above.

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

FORMAT FOR COMMISSIONING EXPERIENCE

[On the letterhead of the statutory auditor of each entity through whom projects are being claimed]

Based on its books of accounts and other published information authenticated by it, this is to certify that the *[insert name of Bidder/ Member/ Affiliate]* has:

- (i) commissioned of onshore renewable energy capacity (copies of the commissioning certificates issued in the name of *[insert name of Bidder/ Member/ Affiliate]* by the competent governmental authority and/ or counterparty are enclosed herewith).

- (ii) experience in commissioning offshore infrastructure projects (copies of the commissioning certificates issued in the name of *[insert name of Bidder/ Member/ Affiliate]* by the competent governmental authority and/ or counterparty are enclosed herewith).{Omit/ retain as relevant}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory).

Date:

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The covering letter should be submitted on the letterhead of the Bidding Company/ Lead Member of Bidding Consortium)

Ref. No.

Date:.....

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

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023.**

Sub: Response to RfS No. dated for

Dear Sir/ Madam,

I/ We, *(Insert Name of the Bidder)* enclose herewith the financial Bid for the following Project(s), viz.,

I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the day of, 20.....

Thanking you,

We remain,

Yours faithfully,

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

UNDERTAKING REGARDING ANTI-BRIBERY

We hereby provide this undertaking to Solar energy corporation of India in respect to our response to RfS *vide* RfS No. dated, that M/s (*insert name of the Bidding Company/ Member*), its Affiliates, and our/ their directors, officers, employees, agents, and anyone acting on its/ their behalf:

- (i) will comply with the Indian Prevention of Corruption Act, 1988*, and other laws in India applicable to offences relating to or resulting in corruption and bribery and resolutions available in case of occurrence of corruption or bribery (e.g., Indian Penal Code, 1860, Prevention of Money Laundering, 2002, Central Vigilance Commission Act, 2003, and the Lok Ayukta Acts of various states);
- (ii) have not corruptly offered, paid, promised to pay, or authorized the payment, and will not corruptly offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to a public official, to any political party or official thereof or any candidate for political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, to any political party or official thereof, or to any candidate for political office, for the purpose of:
 - (a) influencing any act or decision or inaction of the public official, political party, party official, or candidate for political office or securing any improper advantage; or
 - (b) inducing such public official, party, party official, or candidate to use his, her, or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality; or
 - (c) to assist in obtaining or retaining business for or with or directing business to, any person.
- (iii) have not made and will not make any facilitating or “grease” payments;
- (iv) have not offered, promised, or paid, and will not offer, promise, or pay, any bribe or kickback to any employee or other member of a commercial enterprise to induce or reward improper performance;
- (v) will instruct and adequately train its directors, officers, employees, agents, and anyone acting on its behalf to adhere to these requirements regarding illegal, improper, or facilitating payments in connection with all services provided.

* Include reference, as applicable, to the US Foreign Corrupt Practices Act and/ or the UK Bribery Act.

(Name and Signature of the Authorized Signatory)

UNDERTAKING REGARDING ANTI-FRAUD

We hereby provide this undertaking to Solar Energy corporation of India in respect to our response to RfS *vide* RfS No. dated that:

- (i) M/s (*insert name of the Bidding Company/ Member*) is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (ii) M/s (*insert name of the Bidding Company/ Member*) is solvent and, in a position, to continue doing business for the period stipulated in the contract after contract signature, if selected as the Successful Bidder;
- (iii) persons having powers of representation, decision making or control over the *Bidding Company/ Member* have not been convicted of an offence concerning their professional conduct by a final judgment;
- (iv) persons having powers of representation, decision making or control over the *Bidding Company/ Member* have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
- (v) M/s (*insert name of the Bidding Company/ Member*) is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the *Bidding Company/ Member* is established;
- (vi) M/s (*insert name of the Bidding Company/ Member*) is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
- (vii) M/s (*insert name of the Bidding Company/ Member*) has declared to Solar energy corporation of India any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- (viii) M/s (*insert name of the Bidding Company/ Member*) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect undue or illegal benefit (financial or otherwise) arising from a procurement contract or the award thereof (other than reflected in the contract amount);
- (ix) M/s (*insert name of the Bidding Company/ Member*) has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse; and

- (x) M/s (*insert name of the Bidding Company/ Member*) understands that a false statement or failure to disclose any relevant information which may impact upon the Solar Energy Corporation of India decision to award a contract may result in the disqualification of the Bidding Company/ Member from the bidding exercise and/ or the withdrawal of any offer of a contract. Furthermore, in case any contract has already been entered into, the contract may be rescinded with immediate effect, in addition to any other remedies which may be available under contract or by law.

(Name and Signature of the Authorized Signatory)

UNDERTAKING REGARDING ANTI-SLAVERY

We hereby provide this undertaking to Solar energy corporation of India in respect to our response to RfS vide RfS No. dated, that M/s (insert name of the Bidding Company/ Member):

- (i) is committed to safeguarding the principles set out in the Immoral Traffic (Prevention) Act, 1956 against modern slavery and human trafficking;
- (ii) is committed to maintain the transparency in its business practices and working conditions in a bid to prevent people being treated as commodities and maintaining human dignity;
- (iii) shall ensure that its hiring and remunerative practices are continually compliant with the relevant legislative requirements;
- (iv) has zero tolerance towards slavery and human trafficking and shall communicate its modern slavery and human trafficking policy to all suppliers, contractors and business partners;
- (v) shall not support, deal with or partner with any such business knowingly involved in slavery or human trafficking;
- (vi) shall terminate its relationship with any employee or business found in breach of this statement;
- (vii) shall provide sufficient resources, internal training and make investments to ascertain that slavery or human trafficking is not taking place within the organization itself or any of its supply chains.

(Name and Signature of the Authorized Signatory)

UNDERTAKING REGARDING ANTI-COLLUSION

In respect to our response to RfS vide RfS No. dated, M/s (*insert name of the Bidding Company/ Lead Member of the Bidding Consortium*) hereby certifies and confirms that:

- (i) in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive; and
- (ii) we have not proposed nor will proposal any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

(Name and Signature of the Authorized Signatory)

INTEGRITY PACT

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

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

GENERAL

The special instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in the RfS. 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, Solar Energy corporation of India (SECI) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

- a. Procure a Class III Digital Signing Certificate (DSC).
- b. Register on Electronic Tender System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. 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.
- g. Clarification to Tender Documents on ETS
 - Query to SECI (Optional)
 - View response to queries posted by SECI
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
- j. Post-TOE Clarification on ETS (Optional)
 - Respond to SECI Post-TOE queries

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User- Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

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

ISN-ETS/ Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e., Monday to Friday except Government Holidays)</i>
Email-ID	support@isn-ets.com [Please mark CC: support@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 1 (Preliminary Qualification Bid & Techno-Commercial Bid)
 - Envelope 2 (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 29 of the RfS, failing which the preliminary qualification Bids will not be opened.

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

Internet Connectivity

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

CAUTION: All bidders must fill Electronic Forms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms[®] and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms[®] is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms[®], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms[®] and the 'Main-Bid', the contents of the Electronic Forms[®] shall prevail.**

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

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of preliminary qualification Bid. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

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

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e., Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SECI’s office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online Bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of the ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’, as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronicstender.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 DOs AND DON'Ts FOR BIDDERS

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

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

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass- phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass- phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, 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 SECI.
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.

Pre-requisite for participation in bidding process

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

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