

Amendment-I dated 19.01.2023 on the Request for Selection Document issued for selection of Solar Power Developers for setting up of 1250 MW ISTS Connected Solar PV Power Projects in India under Tariff based Competitive Bidding (Tranche-I) under Scheme for Flexibility in generation and Scheduling of Thermal/Hydro Power Stations through bundling with Renewable energy and Storage Power notified by Ministry of Power, GOI

SI No	Clause no	Existing Clause	New /Revised Clause
1	Section I, Clause 24 of RfS	“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean the 220KV side of 400/220 kV ISTS Grid Substation (GSS), where the power from the solar power Projects are injected into the ISTS substation (including the dedicated transmission line.....	“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean the 220 kV or above of ISTS Grid Substation (GSS) , where the power from the solar power Projects are injected into the ISTS substation (including the dedicated transmission line.....
2	Section III , Clause 2 of RfS	Name of Bank & Branch: IDFC First Bank & Wholesale Banking Outlet, Express Building, 2nd Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi-110002	Name of Bank & Branch: IDFC First Bank Limited , Birla Towers, 4th Floor East Tower & LGF West Tower, Barakhamba Road, New Delhi -110001
3	Section III, Clause 3.3 of RfS	-----	Addition: <i>(To be read before Project Configuration)</i> Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per Format 7.14. In all other cases, Format 7.13 will be applicable.
4	Section III, Clause 14.2 of RfS	In case, NTPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-III, Instructions to Bidders	In case, NTPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 15, Section-III , Instructions to Bidders (ITB) of RfS.....

SI No	Clause no	Existing Clause	New /Revised Clause
		(ITB) of RfS.....	
5	Section III, clause 17.4 of RfS	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD and NTPC may purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff.	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity. Early part commissioning of the Project will be allowed solely at the risk and cost of the SPD and NTPC may purchase the energy from such early part commissioned Project @ 75% (seventy- five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCD, DVC may purchase the generation at PPA Tariff. In case DVC does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the SPD will be free to sell such energy to a third party, until SCD or the date of commencement of procurement of power from the Project as notified by DVC, whichever is earlier.
6	Section III, clause 21.8 of RfS	...A disclosure statement as per Format 7.8 regarding participation of any related companies in the bidding process	..A disclosure statement as per Format 7.13/7.14 regarding participation of any related companies in the bidding process
7	Section III, Clause 22.4 of RfS	If the event specified at 21.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.	If the event specified at 22.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
8	Section III, clause	Formats - 7.1, 7.2 (if applicable), 7.3 A,	Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if

SI No	Clause no	Existing Clause	New /Revised Clause
	24.c.1(a) of RfS	7.4, 7.5 (if applicable), 7.6, 7.7, 7.8, 7.9 and 7.10 as elaborated.....	applicable), 7.6, 7.7, 7.9, 7.10 and 7.13/7.14 as elaborated.....
9	Section III, Clause 29 of RfS	RECPDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to RECPDCL account) without any interests, and the EMD submitted by the Bidders shall be returned to the respective Bidders.	RECPDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the EMD submitted by the Bidders shall be returned to the respective Bidders.
10	Section IV, Clause b.1 of RfS	The undertaking shall be submitted as per enclosed Format 7.8.	The undertaking shall be submitted as per enclosed Format 7.13/7.14
11	Format 7.1 of RfS	Existing Format 7.1 of RfS document.	A revised format for Covering Letter is enclosed below at Annexure-I .
12	Format 7.8 of RfS	Existing Format 7.8 in RfS document.	Format 7.8 stands deleted from the RfS. However, numbering of formats remain the same.
13	Format 7.9 of RfS	...We hereby undertake to certify in line with Clause No. 15, Section-III, ITB under the title....	...We hereby undertake to certify in line with Clause No. 16, Section-III , ITB under the title.....
14	Format 7.16 of RfS	Existing unsigned integrity pact in RfS document.	Duly signed integrity pact has been enclosed below.
15	Clause 3.3.1 of PPA	The Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI) having validity from the date of submission of PBG/ POI until 6 months after the SCD submitted for a value....	The Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI) having validity from the date of submission of PBG/ POI until 9 months after the SCD submitted for a value....

SI No	Clause no	Existing Clause	New /Revised Clause
16	Clause 13.1.1 of PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the SPD shall be construed to be in default., or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period , the SPD shall be construed to be in default.

COVERING LETTER

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

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

Sub:..... Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 1250 MW ISTS-Connected Solar PV Power Projects in India under Tariff-based Competitive Bidding

Dear Sir/Madam,

We, the undersigned..... [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to NTPC Limited (NTPC), 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 7.13 under Disclosure) OR

We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.14 in this regard (strike out whichever not applicable).

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

Project No.	Capacity(MW)	Proposed CUF	Project Preference*

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Section V, Clause 5.4 (c).*

1. We give our unconditional acceptance to the RfS, dated..... [Insert date in dd/mm/yyyy], standard PPA documents attached thereto, issued by REC Power Development and Consultancy Limited (RECPDCL). In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by RECPDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per [clause No. 17](#) of ITB of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.
2. Earnest Money Deposit (EMD): - (Please read [Clause No. 10, Section-III](#), ITB carefully before filling). We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per [Format 7.3A](#) from [Insert name of bank providing bank guarantee] and valid up to.....in terms of [Clause No. 10, Section-III](#), ITB of this RfS. The total capacity of the Solar PV Project offered by us is MW [Insert cumulative capacity proposed].
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG/POI, Success charge for the selected Projects, within due time as mentioned in [Clause Nos. 11 & 12, Section-III](#), ITB of this RfS on issue of LoA by RECPDCL for the selected Projects and/ or we are not able to sign PPA with NTPC within 60 Days of issue of LoA by RECPDCL for the selected Projects, RECPDCL

shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per [Section - VII](#) (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance: -
We hereby unconditionally and irrevocably agree and accept that the decision made by RECPDCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. We also unconditionally and irrevocably agree and accept that the decision made by RECPDCL in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.
7. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with NTPC, committing total equity infusion in the SPV as per the provisions of RfS.
9. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
10. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from RECPDCL .
11. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

12. We confirm that all the terms and conditions of our Bid are valid up to(Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

13. Contact Person

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

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

14. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the day of , 20....

Thanking you,
Yours
faithfully,

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

INTEGRITY PACT

Between

**REC Power Development and Consultancy
Limited**

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

hereinafter referred to as

"RECPDCL"



and

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

and

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

hereinafter referred to as "**The Bidder/Contractor**"**Preamble**

RECPDCL intends to award, under laid-down organizational procedures, contract(s) for **Selection of Solar Power Developers for Setting up of 1250 MW ISTS-Connected Solar PV Power Projects in India under Tariff-based Competitive Bidding** and RfS Number **RECPDCL/Solar/NTPC/2022-23/2374**. RECPDCL values full compliance with all _____ *[Insert Specification Number of the package]* relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

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

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

Section I - Commitments of RECPDCL

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



- a) No employee of RECPDCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) RECPDCL will, during the tender process treat all Bidder(s) with equity and fairness. RECPDCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) RECPDCL will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If CEO obtains information on the conduct of any employee of RECPDCL which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

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



or personal gain, or pass on to others, any information provided by RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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



- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, RECPDCL may revoke the exclusion prematurely. However, decision of RECPDCL in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

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

Section V- Previous Transgression

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

Section VI - Equal treatment to all Bidders / Contractors

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

Section VII - Punitive Action against violating Bidders / Contractors

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

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



(*) Section VIII - Independent External Monitor/Monitors

- (1) RECPDCL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to CEO, RECPDCL, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to CEO, RECPDCL, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CEO, RECPDCL.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of RECPDCL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) RECPDCL will provide to the IEM information as sought by him which could have an impact on the contractual relations between RECPDCL and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the CEO, RECPDCL and request the CEO, RECPDCL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to RECPDCL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to RECPDCL.
- (7) The IEM will submit a written report to the CEO, RECPDCL within 8 to 10 weeks from the date of reference or intimation to him by RECPDCL and,



should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

Section IX - Pact Duration

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

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of RECPDCL.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.



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

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)

(P.S Hariharan)

(For & On behalf of RECPDCL)



(Signature)

(.....)

(For & On behalf of Bidder/
Partner(s) of Joint Venture/Consortium/
Contractor)

(Office Seal)

(Office Seal)

Name: P.S Hariharan

Name:

Designation:

Designation:

Sh Vijay Kulkarni

Witness 1: Sh Vijay Kulkarni

Witness 1:

(Name & Address)

(Name & Address)

Sr. GM

Anil Kumar Yadav

Witness 2: Sh Anil Kumar Yadav

Witness 2:

(Name & Address) *Manager, RECPDCL*

(Name & Address)

