Corrigendum for 6 MW AC Grid Connected Floating Solar PV power project in BOOT model at Ambalamedu Lake, FACT Cochin Division

Sl. No.	Title	Clause No.	Existing Clause/ New Clause	Corrigendum
1	**Definitions** of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	1.4.	**"BIDDER"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.	**"BIDDER"** shall mean Bidding Company/ JV/ LLP/ Bidding Consortium (may include foreign companies) submitting the Bid. Any reference to the Bidder includes the partners, successors, executors, permitted assigns and Lead Member of Bidding Company/ JV/ LLP/ 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.
2	**Definitions** of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	1.48	New Clause	**"LIMITED LIABILITY PARTNERSHIP" or "LLP"** shall mean a limited liability partnership incorporated and governed under the Limited Liability Partnership Act, 2008 as may be amended.
3	**Definitions** of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	1.49	New Clause	**"LEAD MEMBER OF THE BIDDING CONSORTIUM" or "LEAD MEMBER":** There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium. Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until 01 (one) year after the Commercial Operation Date (COD) of the Project.
4	**Definitions** of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	1.50	New Clause	**"MEMBER IN A BIDDING CONSORTIUM" or "MEMBER"** shall mean each Company/ JV/ LLP in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

5	**Section IV**: **Qualifying Requirements** For Bidders of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	A.1	The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power. Document required: A copy of certificate of incorporation shall be furnished along with the bid in support of above.	The Bidder must fall under either of the following categories: i) Company under the Companies Act, 1956 or 2013/ Consortium/ Joint Venture (JV). ii) Limited Liability Partnership under Liability Partnership Act 2008. Document required: A copy of certificate of incorporation of individual companies/ JV/ LLP, Consortium Agreement & Power of Attorney between the members of consortium as per formats, 7.5 & 7.6 (only for Consortiums) shall be furnished along with the bid in support of the above.
6	**Section IV**: **Qualifying Requirements** For Bidders of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	A.2	New Clause	Bidding Consortium shall have one of the members as the Lead Member. Each of the Consortium members shall have a non-zero equity participation in the Consortium. The Consortium shortlisted and selected based on this RfS shall necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement

7	**Section IV**: **Qualifying Requirements** For Bidders of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	A.3	New Clause	A foreign company can also participate as a member of Bidding Consortium. But the Lead Member/ Lead Partner of the Bidding Consortium shall be a Company/ JV/ LLP formed in India. Foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin. The foreign company shall comply with all the applicable laws and provisions for doing business in India. For foreign companies from countries sharing land border with India, Special Clauses as per Annexure E shall be applicable. The bidder shall also submit certificate as per Format 7.7.
8	**Section IV**: **Qualifying Requirements** For Bidders of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	A.4	New Clause	A Bidder which has been selected as Successful Bidder based on this NIT can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/ acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
9	**Section IV**: **Qualifying Requirements** For Bidders of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	A.5	New Clause	For the avoidance of doubt, it is clarified that the subsidiary company referred to above shall be an immediate subsidiary of the Bidder in which the Bidder is holding not less than 51% of the equity share directly and without involvement of any intermediaries.

10	**Section IV**: **Qualifying Requirements** For Bidders of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	B.3	New Clause	The Bidder can utilize the experience and technical track records of their partners of the Consortium/ JV/ LLP for meeting the pre-qualification criteria. If foreign experience is submitted, The Bidder shall submit all documents, certificates, credentials etc. related to work done in any foreign country in English duly certified by Indian Embassy / High Commission in the country where the work was done. The translation of the certificates is in the scope of the bidder.
11	**Section IV**: **Qualifying Requirements** For Bidders of RfS Document No. FACT/CD/ELE/PH1/26-3-R8	C.3	New Clause	The Bidder can utilize the financial capability of their partners of the Consortium/ JV/ LLP for the purpose of meeting the pre-qualification criteria as per C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, the Lead Member may seek qualification on the basis of financial capability of their partners.
12	**Section VI: Sample Forms and Formats for Bid Submission** of RfS Document	Format 7.5	New format 7.5 (Attached separately)	Format for Consortium Agreement to be submitted by the members of the Consortium is published. The duly filled and stamped consortium agreement (in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value) shall be submitted in original along with the bid.
13	**Section VI: Sample Forms and Formats for Bid Submission** of RfS Document	Format 7.6	New format 7.6 (Attached separately)	Format for Power of Attorney to be submitted by the members of the Consortium is published. The duly filled and stamped power of Attorney by each member of the Consortium in favour of the Lead Member (in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value) shall be submitted in original along with the bid.

14	**Section VI: Sample Forms and Formats for Bid Submission** of RfS Document	Format 7.7	New format 7.6 (Attached separately)	Certificate Format for foreign bidders from a country which shares a land border with India is published. The bidders shall submit the certificate, along with their bid.
15	**Annexure E: Special Clauses For Bidder From A Country Which Shares Land Border With India** of RfS Document	Annexure E	New Annexure E (Attached separately)	Special clauses to be complied by bidders from a country which shares land border with India is published as Annexure E of RfS Document.

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement (“Agreement”) executed on this…. Day of……. Two thousand………. between M/s………….[Insert name of Lead Member] a Company in corporated under the laws of …………………….. and having its Registered Office at……….. (here in after called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s…………… a Company incorporated under the laws of ……… ………………..and having its Registered Office at ……………………….. here in after called the“Member-2”, which expression shall include its successors, executors and permitted assigns), M/s .... …………………a Company/LLP firm incorporated under the laws of and having its Registered Office at………… (here in after called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RFS and execution of Power Purchase Agreement (in case of award), against RFS No…………………….. dated……………issued by The Fertilisers and Chemicals Travancore Ltd. (FACT), a Company incorporated under the Companies Act, 2013, and having its Registered Office at Udyogamandal, Ernakulam, Kerala - 683501.

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement. WHEREAS, FACT had invited response to RfS vide its Request for Selection (RfS) dated……………… WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium/ JV/ LLP, the Members of the Consortium/ JV/ LLP will have to submit a legally enforceable Consortium Agreement in a format specified by FACT wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s ....), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion

Name	Percentage
Member 1	---
Member 2	---
Member 3	
Total	**100%**

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitment.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Ernakulam alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of FACT in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by FACT.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of FACT.

15. This Agreement

a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of FACT.

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

IN WITNESS WHEREOF, the Members have, through their authorized

representatives, executed these present on the Day, Month and Year first mentioned above

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

………………………………..

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

Witnesses:

Signature………………………..	Signature………………………..
Name…………………………..	Name…………………………..
Address:………………………..	Address:………………………..

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

…………………………………………

(Signature, Name & Designation of the person authorized vide Board Resolution dated… ..)

Witnesses:

Signature………………………..	Signature………………………..
Name…………………………..	Name…………………………..
Address:………………………..	Address:………………………..

……………………………………………

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

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

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

i) To submit on behalf of Consortium Members response to RfS document.

ii) To do any other act or submit any information and document related to the above response to RfS document Bid.

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

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

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

For and on behalf of Consortium Member

M/s……………………….

(Signature of person authorized by the board)

Name

Designation

Place:

Date:

Accepted

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

Attested

(Signature of the executant)

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

Place: ----------------

Date: ------------------

Lead Member in the Consortium shall have controlling shareholding in the Company as defined 1.49 of Definitions of the RfS Document.

Format 7.7

CERTIFICATE

Name of the Bidder: -

Address: -

Ref: - Enquiry No-

"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.]"

Signature

Name of Bidder

Date:

ANNEXURE E: SPECIAL CLAUSES FOR BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

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 specified in Annexure I of Order No. F.7/10/2021-PPD (1) dated 23.02.2023 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.

II. "Bidder" (including the term "tenderer", "consultant" or "service provider" in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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 a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity or
f) A natural person who is a citizen of such a country; or
g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation--- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of its Legal or Commercial relationship with the producer of the goods, be deemed to be an agent for the purpose of this order. However, a bidder who only procures raw material, components etc. from an entity from the country which shares a land border with India and then manufactures or converts them in to other goods will not be treated as an agent.

VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Certificate to be submitted by tenderers:

1. "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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached".

2. The bidders shall submit a certificate as per Format 7.7, along with their bid, to the effect that they fully comply with the Order No. F.7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further legal action in accordance with law.