

No: TS-22019(11)/1/2021-IREDA

Indian Renewable Energy Development Agency Limited (IREDA)

Date: 23 August 2021

### **Corrigendum -III**

#### **Selection of Manufacturers for Setting Up Manufacturing Capacities For High Efficiency Solar PV Modules Under The Production Linked Incentive Scheme**

Regarding the submission of the responses in technical electronic form for IFA, it is hereby informed that due to certain system requirements, the contents of section-2 & Section 3 are being interchanged. However, there is no change in the information sought under the electronic application but just the reorganisation.

Also, there is slight change in the formats of Annexure-2 & Annexure 5 of the IFA documents and the revised formatted are as placed below.

**Annexure 2 : Format for Power of Attorney**

**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 Application No.....

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

- i) To submit on behalf of Consortium Members response to Application.
- ii) To do any other act or submit any information and document related to the above response to Application Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Applicant, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves commissioning of the project capacity awarded.

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: -----

Original Members (i.e. members as mentioned at the time of application) of the Consortium shall collectively have the controlling shareholding in the Company.

## Annexure 5: Format for consortium agreement

### 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 incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_

(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to Application (Application No. \_\_\_\_\_ dated \_\_\_\_\_) issued by Indian Renewable Energy Development Agency Limited (IREDA) a Company incorporated under the Companies Act, 2013, and having its Registered Office at India Habitat Centre, East Court, Core-4A, 1st Floor, Lodhi Road, New Delhi - 11 00 03

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, IREDA had invited response to Application vide its Request for Selection (Application) dated \_\_\_\_\_

WHEREAS the Application stipulates that in case response to Application is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by IREDA 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 Application for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the Application.

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:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

We acknowledge that we, the Original Members (i.e. consortium members as mentioned at the time of application) of the Consortium shall maintain the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project till commissioning.

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.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of 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 Applicant, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of IREDA in terms of the Application.
12. 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 Application.
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 this Application except with prior written consent of IREDA.
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 IREDA.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the Application.

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

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

-----

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

\_\_\_\_\_

Signature and stamp of Notary of the place of execution