



Solar Energy Corporation of India Ltd

भारतीय सौर ऊर्जा निगम

(A Government of India Enterprise)

**REQUEST FOR SELECTION (RfS) DOCUMENT
FOR
50 MW GRID CONNECTED
SOLAR PHOTO VOLTAIC POWER PROJECTS
UNDER
JNNSM PHASE-II BATCH-III TRANCHE-VIII
IN
(HIMACHAL PRADESH)**

RfS No. SECI/JNNSM/P-2/B-3/RfS/HP/042016

Dated: 29-04-2016

ISSUED BY

**Solar Energy Corporation of India Ltd
1st Floor, D-3, A-Wing, District Centre,
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*To be uploaded shortly on the website www.tcil-india-electronictender.com

DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **twenty (20) days from the date of notification of RfS/ Issue of the RfS documents**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this RfS document including PPA and VGF securitization agreement.
3. While this RfS has been prepared in good faith, 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 RfS, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 29/04/2016

Bid Information Sheet

Document Description	RfS document for Selection of "50 MW Grid Connected Solar PV Projects in Himachal Pradesh under JNNSM Phase-II Batch-III, Tranche-VIII"
RfS No.& Date	SECI/JNNSM/P-2/B-3/RfS/HP/042016 dated 29-04-2016
Broad Scope	Setting up of Solar PV Projects in India on "Build Own Operate" basis and selling the Solar Power to SECI.
Downloading of RfS document	As per NIT on TCIL Portal
Pre-bid Conference / Clarification Meeting	As per NIT on TCIL Portal (Venue will be notified later on SECI website)
Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Clause 3.25 A physically at SECI office, New Delhi	As per NIT on TCIL Portal
Offline Bid Opening (Documents submitted offline as per Clause 3.25 A)	As per NIT on TCIL Portal
Online Bid Opening (Techno-Commercial)	As per NIT on TCIL Portal
Financial Bid Opening	Prior to start of Reverse Auction
Reverse Auction	Will be informed to eligible bidders
Date and Time for start of Reverse Auction	To be intimated by email
Cost of RfS Document (non-refundable)	Rs. 26250/- (inclusive of VAT) (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi)
Processing Fee (non-refundable)	Rs. 2 Lakhs + applicable service tax (presently @14.5%) for each Project up to 20 MW, Rs. 3 Lakhs + applicable service tax (presently @14.5%) for each Project above 20 MW and up to 50 MW, to be submitted in the form of DD/Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.

EMD	Earnest Money @ Rs. 10 Lakh / MW / Project is to be submitted in the form of Bank Guarantee along with the Response to RfS.
Name, Designation, Address and other details (For Submission of Response to RfS)	GM (Solar) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989224 Email – nsm@seci.gov.in
Details of persons to be contacted in case of any assistance required	1) Mr. Remesh Kumar.K GM (Solar) Ph: 011-71989224 2) Mr. Abhinav Kumar Dy. Manager (Solar) Ph:011-71989225, 3) Mr. Pratik Prasun Sr. Engineer (Solar) Ph: 011-71989236 4) Mr. Satyanarayan Bishoyi Sr. Engineer (Solar) Ph: 011-71989236
<u>Important Note:</u> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.tcil-india-electronictender.com . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on www.seci.gov.in and the details will only be available from www.tcil-india-electronictender.com	

Section 1

INTRODUCTION, BACKGROUND & SCHEME DETAILS

Section 1

Introduction, Background & Scheme Details

1.1. INTRODUCTION

- 1.1.1. Solar Energy Corporation of India Ltd (hereinafter called "SECI") is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.1.2. SECI is designated as the nodal agency for implementation of MNRE schemes for developing grid connected solar power capacity through VGF mode in the country. Under the JNNSM Phase-II, Batch-III, it is envisaged to add further a total solar PV capacity of 2000MW. MNRE has already issued the guidelines for implementation of said scheme and has uploaded the guidelines on the MNRE's website, www.mnre.gov.in on 04.08.2015. This Request for Selection document (hereinafter called RfS) has been prepared in line with the guidelines issued by MNRE.
- 1.1.3. The total aggregated capacity of the grid connected solar power projects to be set up by Solar Power Developers on Build-Own-Operate (BOO) basis under Viability Gap Funding scheme in Phase-II, Batch-III of JNNSM shall be at least 2000 MW. The capacity may go higher than 2000 MW, if there is a saving in VGF amount, due to competitive bidding, so that maximum capacity can be set up within Rs. 2100 Crore budget.
- 1.1.4. As part of JNNSM Phase-II Batch-III, Tranche-VIII, SECI wishes to invite proposals for setting up of grid connected **Solar PV Projects in Himachal Pradesh, on "Build Own Operate"** basis for an aggregate capacity of 50 MW. Projects selected based on this RfS shall be given "Viability Gap Funding" in line with terms and conditions of this RfS. SECI shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of solar power selected for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 1.1.5. The bidding process for Projects of total capacity of 50 MW in Himachal Pradesh is under Part-B (OPEN).

1.2. BACKGROUND

- 1.2.1. The Jawaharlal Nehru National Solar Mission is a major initiative of the Government of India with active participation from States to promote ecologically sustainable growth while addressing India's energy security challenge. It will also constitute a major contribution by India to the global effort to meet the challenges of climate change.
- 1.2.2. The objective of the Mission is to establish India as a global leader in solar energy by creating the policy conditions for its large scale diffusion across the country as quickly as possible. The Mission had set a target, amongst others, for deployment of grid connected solar power capacity of 1,00,000 MW by 2022.

- 1.2.3. **JNNSM Phase-II, Batch-I:** Solar Energy Corporation of India Ltd (SECI) was designated the nodal agency by MNRE for implementation of the first scheme of setting up of 750 MW of Grid Connected Solar PV Projects with VGF support from National Clean Energy Fund (NCEF). It entails purchase of power from developers at a fixed tariff of Rs.5.45/unit (Rs.4.75/unit in case benefit of Accelerated Depreciation is availed) and payment of VGF to the developers as per their bids, limited to a maximum of Rs.2.5 crore/MW. The Projects have a Schedule of Commissioning within 13 Months from the Date of Signing of PPA i.e. up to April 2015 and currently 650 MW is already commissioned under the scheme.
- 1.2.4. **JNNSM Phase-II, Batch-II:** NTPC Limited (NTPC) has been entrusted with setting up of grid connected Solar-PV Projects (of aggregate capacity of 3000 MW) through e-bidding process based on the Guidelines for Selection of Grid-connected Solar-PV Power Projects under Batch-II "State Specific Bundling Scheme" issued by the MNRE on 4th March 2015.
- 1.2.5. **JNNSM Phase-II, Batch-III:** The proposed 2000 MW Solar PV Projects to be selected under Batch-III of JNNSM Phase-II, will be implemented by SECI either in Solar Parks to be developed through association of Central and/ or State Agencies with Land provided by State Governments or in Land identified and arranged by Solar Power Developers in the respective States. MNRE is facilitating development of 25 Solar Parks to accelerate the Solar Capacity Addition in various States.

1.3. DETAILS OF VIABILITY GAP FUNDING IN JNNSM PHASE-II: BATCH-III

- 1.3.1. Solar Power Developers (hereafter referred to as SPDs) selected by SECI based on this RfS, shall set up Solar PV Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document, standard Power Purchase Agreement (PPA) and suitable Viability Gap Funding (VGF) Securitization Agreement. PPA and VGF Securitization Agreement formats have been enclosed herewith and can be downloaded from www.tci-india-electronictender.com.
- 1.3.2. SECI shall enter into PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project developer is fixed at Rs.4.43/ kWh for 25 years. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. However no developer will be allowed to claim both VGF and AD benefit. Therefor only those developers who bid zero VGF or offer discount in tariff, can claim AD benefit. No claim shall arise on SECI for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
- 1.3.3. Bidders who don't want to avail VGF, can submit their bid by offering discounted tariff. In such cases, the discounted tariff will be applicable for all the 25 years.
- 1.3.4. The upper limit for VGF is kept at **1.31 Cr/MW for projects in Part-A and Rs. 1.00 Cr./MW for Part-B.**

- 1.3.5. The successful SPD shall have to demonstrate/infuse capital in the form of his own Equity for an amount of at least Rs.1.2 Cr./ MW. The remaining amount can be raised as loan from any source by the SPD.
- 1.3.6. The VGF when paid by SECI may be used to return part of the loan or SPD contribution (in excess of Rs.1.2 Cr./MW) or a combination thereof as the case may be in case investments have already been made. On the request of the SPD, SECI will issue a letter at the time of signing of PPA, confirming sanction/grant of VGF so that the SPD is able to achieve financial closure for full amount.
- 1.3.7. The VGF will be released by SECI to selected and eligible SPDs on creation of charge in line with the provisions of VGFSa in six tranches as follows:
- 50% on declaration of Commercial Operation Date (COD) of full capacity
 - Balance 50% shall be paid progressively over the next 5 years subject to the plant meeting requirements of generation (CUF within range specified in Clause 3.9 A of this RfS) as detailed under:
 - At the end of 1st year from COD – 10%;
 - At the end of 2nd year from COD – 10%;
 - At the end of 3rd year from COD – 10%;
 - At the end of 4th year from COD – 10%;
 - At the end of 5th year from COD – 10%;
 - Applicable only for positive VGF:** If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, SECI will have a right to get refund of VGF on pro-rata basis and if not paid by the SPD, then a claim will be made on assets equal to the value of VGF released, on pro-rata basis as specified hereunder:

Year of default (From COD)	SECI's right to refund of VGF/ claim on assets (% of VGF paid)
Up to 5 years	100%
5-6 years	90%
6-7 years	80%
7-8 years	70%
8-9 years	60%
9-10 years	50%
10-11 years	40%
11-12 years	30%
12-13 years	25%
13-14 years	23%
14-15 years	21%
15-16 years	19%
16-17 years	17%

17-18 years	15%
18-19 years	13%
19-20 years	11%
20-21 years	9%
21-22 years	7%
22-23 years	5%
23-24 years	3%
24-25 years	1%

- iv) If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year as per provision under Clause 3.20 of this RfS), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.
- v) In case the lending institution exercises its right to step-in or take-over the project, SECI will also have the right to step-in along with the lending institutions to reclaim VGF in accordance with Clause 1.3.7.(iii) or hand over the project to another party for operation.
- vi) Solar Power Developers (SPDs) who have claimed positive VGF and SECI shall enter into suitable VGF Securitization Agreement creating a charge over the Project assets in favour of SECI along with signing of PPA. SECI shall have a second charge over the Project assets in case of Projects being financed by lending institutions. In all other cases, SECI shall have the first charge over the Project assets to the extent of 110% of the VGF amount.

1.4. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS TRANCHE

- 1.4.1. The Projects to be selected under this tranche for aggregate capacity of 50 MW, provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film or CPV, with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.
- 1.4.2. Already commissioned projects cannot be considered under this scheme. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of existing Projects irrespective of their capacities will not be considered as eligible Project under this scheme.

1.5. MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME

- 1.5.1. This RfS document has been prepared based on the guidelines issued by MNRE under the Title "Jawaharlal Nehru National Solar Mission (JNNSM) Phase-II, Batch-III Guidelines for Implementation of Scheme for Setting up of 2000 MW Grid- connected Solar PV Power Projects under Batch-III "State specific VGF Scheme", dated 04.08.2015 and subsequent amendment(s) which are available on the web site of MNRE, www.mnre.gov.in. These guidelines and their elaborations / clarifications form the basis for selection of new Projects under Phase-II, Batch-III of JNNSM. In case of

any difference in interpretation between this RfS document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/SPD and SECI.

- 1.5.2 Solar Energy Corporation of India Ltd (SECI) has been designated as the nodal agency for implementation of this Scheme. SECI may develop a suitable monitoring mechanism, to analyse the performance of the projects, carry out random checks to verify compliance of quality standards.

Section 2

DEFINITIONS

Section 2

Following terms used in the document will carry the meaning and interpretations as described below:

Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"Affiliate" shall mean a Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six percent) of the voting rights of the other Company;

"Bidder" shall mean Bidding Company (including a foreign 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; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

"Bidding Consortium" or "Consortium" shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

"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;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Commercial Operation Date (COD)" shall mean the date as defined in section 3.18;

"Contracted capacity" shall mean the A.C capacity in MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project;

"Contract Year" shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of

the Term of this Agreement;

“Control” shall mean holding not less than 51% of paid up share capital

“Controlling shareholding” shall mean not less than 51% of the voting rights and paid up share capital in the Company/Consortium;

“CTU or Central Transmission Utility” shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;

“Day” shall mean calendar day;

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

“Equity” shall mean

=	Paid up share capital
Add:	Free Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

Paid-up Share Capital will include:

- Paid-up equity share capital
- Fully, compulsorily and mandatorily convertible Preference shares and
- Fully, compulsorily and mandatorily convertible Debentures.

** Share premium will form an integral part of Equity provided it is realized in cash or cash equivalent. However, this condition will not apply in case of listed Companies.

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance;

“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 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 of the Consortium developing the Project;

"Host State" shall mean the State in which the Solar Power Projects under the State Specific VGF Scheme are to be set up;

"Inter-connection point / Delivery / Metering Point" shall mean the point at 33 kV or above where the power from the solar power Project is injected into the CTU/ STU substation including (including the dedicated transmission line connecting the solar power project with the CTU/ STU substation). Metering shall be done at this interconnection point at the substation where the power is injected into the CTU/STU substation, i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

"Joint Control": shall mean a situation where control is equally distributed among the interested parties;

"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 till 1 year after the Commercial Operation Date (COD) of the Project;*

"Letter of Intent" or "LOI" shall mean the letter issued by Solar Energy Corporation of India Ltd (SECI) to the Selected Bidder for award of the Project;

"Limited Liability Partnership" or "LLP" shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

"LLC" shall mean Limited Liability Company;

"Member in a Bidding Consortium" or "Member" shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

"Month" shall mean calendar month;

"Paid-up Share Capital" shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;

Paid-up share capital includes:

- Paid-up equity share capital;
- Fully, compulsorily and mandatorily convertible Preference shares and
- Fully, compulsorily and mandatorily convertible Debentures.

"Parent" shall mean a Company, which holds not less 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

"Pooling Substation/ Pooling Point" shall mean a point where more than one solar PV project

through a substation may connect to a common transmission system. Multiple projects can be connected to a pooling substation from where, common transmission system shall be constructed and maintained by the developer, to get connected to the STU/CTU substation. The voltage level for such common line shall be 33 kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the STU/CTU substation. However, the voltage level of transmission system of individual projects up to the pooling substation can also be done at 11 kV and meters shall be installed at the pooling substation for metering of individual projects. The losses in the common transmission system up to the interconnection point at CTU/STU substation shall be apportioned to the individual projects for billing.

"PPA" shall mean the Power Purchase Agreement signed between the successful SPD and SECI according to the terms and conditions of the standard PPA enclosed with this RfS;

"Power Project" or "Project" shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Delivery/Metering Point or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point 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 to SECI;

"Project Capacity" shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement and VGF Securitization Agreement shall be signed.

"Project Commissioning" the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the Guidelines/RfS/PPA;

"Project Developer" or "Developer" or "Solar Power Developer (SPD)" shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA/ VGFSa with SECI;

"RfS document" shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/JNNSM/P-2/B-3/RfS/HP/042016 dated 29/04/2016;

"SECI" shall mean Solar Energy Corporation of India Ltd;

"Selected Bidder or Successful Bidder" shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

"Solar PV Project" shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

"STU or State Transmission Utility" shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;

"TOE" shall mean Tender Opening Event

"Trading Margin" shall mean the margin as fixed by MNRE under this scheme on sale of solar power to State Utilities/Discoms/other Bulk Consumers as fixed by MNRE under this scheme. SECI shall charge a trading margin @ Rs.0.07/kWh;

"Ultimate Parent" shall mean a Company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

"Viability Gap Funding (VGF)" shall mean the fund which will be disbursed to the successful Bidder, if eligible, as per terms and conditions of this RfS document and in line with the appropriate VGF securitization mechanism.

"Week" shall mean calendar week;

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1. Obtaining RfS Document, Cost of documents & Processing Fees

- 3.1.1. The RfS document can be downloaded from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-electronictender.com>. A link of the same is also available at www.seci.gov.in.

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

- 3.1.2. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of Bid processing fee and cost of RfS documents. The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by SECI.

3.2. Total Capacity Offered, Project Scope and Technology selection

Selection of Grid-connected Solar PV Power Projects for total capacity of 50 MW under Part-B (OPEN) will be carried out through e-bidding followed by e-Reverse Auction process. The projects will be setup in the state of Himachal Pradesh.

The interested Project Developers are required to participate in the Request for Selection (RfS) for installation of Grid-connected Solar Photovoltaic Power Plants on Build-Own-Operate (B-O-O) basis under the scheme.

Capacity of each Project:

Solar Power projects are required to be designed for inter-connection with transmission network of STU/CTU at voltage level of 33 kV or above. The minimum project capacity shall be 10 MW and the maximum capacity of the project shall be the total capacity. The project capacity shall remain in multiples of 10 MW only. The SPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix-A-1.

Project Scope and Technology Selection:

Under this scheme, the SPD shall set up Solar PV Project(s) including the transmission network up to the Pooling Substation in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the SPD. The Projects to be selected under this scheme provide for deployment of PV Technology. However, the selection of

Projects would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.

3.3. Not Used

3.4. Maximum Eligibility for Project capacity allocation for a Bidder

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

- 3.4.1. A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid for maximum of 50 MW with each project size being in the multiples of 10 MW.
- 3.4.2. Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the Group invalid.
- 3.4.3. The total capacity of solar PV projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 50 MW.
- 3.4.4. The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
- 3.4.5. In case the bidder wishes to set up more than one project, then the Projects would need to be physically identifiable with separate boundary wall, separate injection points and metering arrangement.

3.5. Qualification Requirements

Short-listing of Bidders will be based on meeting the following criteria:

A. General Eligibility Criteria

- i) Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- ii) Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project.
- iii) A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage.

In case of foreign company participating on standalone basis and its selection as successful bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA

In case the foreign company participating as a member of consortium, the clause 3.5 A. vii) shall be applicable.

- iv) Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as

applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to either demonstrate or infuse the capital in form of his own equity in line with the requirement stipulated in Clause 3.6 given below. In case LLC fails to incorporate as an Indian company before signing of PPA or unable to demonstrate/infusion of capital in form of his own equity in to the Company registered in India or not able to sign PPA with SECI, EMD of such Bidders shall be forfeited.

Note: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by companies.

- v) Limited Liability Partnership (LLPs) are not eligible for participation.
- vi) A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- vii) Any consortium, if selected as successful bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

B. Technical Eligibility Criteria

- i) Under the VGF Scheme in Phase-II Batch-III of the JNNSM, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 6.10. However, the successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the Technology Partner, proposed at the time of submission of response to RfS can be changed at the time of Financial Closure. However, the Bidder shall provide sufficient proof and credentials that the technology proposed by him has been in successful operation in at least one Project anywhere in the world at the time of Financial Closure
- ii) The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 3.16 under the sub title "Financial Closure". The undertaking shall be submitted as per enclosed Format 6.9.
- iii) Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure – A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A.

- iv) The Projects shall also comply with the criteria for power generation detailed in Clause 3.9.

3.6. Financial Requirements for Selected Projects

The SPD shall have to demonstrate/ infuse an Equity amount of at least Rs. 1.2 Cr./MW for each project in the following manner:

- i) @ 20% at the time of signing of PPA,
- ii) @ 50% at the time of Financial Closure and
- iii) the balance
 - a) before the disbursement of first tranche of VGF for those availing positive VGF
OR
 - b) prior to declaration of COD for those not availing VGF.

The Equity amount may also be in the form of land subject to the condition that it has to be acquired in the name of the SPD for the project and the valuation of such land shall be as per the cost indicated for such land in the land registration document as per applicable policy of the Government. Documentary evidence including land records for the above shall have to be provided by the SPD along with Certified copies of annual audited accounts of the last financial year i.e., 2014-15 or 2015-16 as may be applicable OR in case the Bidder is a newly formed Company, then the certificate issued by a Chartered Accountant with certified copies of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement are required to be submitted at respective stages.

3.7. Connectivity with the Grid

3.7.1. The plant should be designed for interconnection with the nearest substation of STU/CTU/any other transmission utility/ DISCOM at the voltage level of 33 kV or above. The Bidder should indicate substation location, voltage level in line with the clause 3.22.

Note:

In the event of multiple Projects of different SPDs getting selected who have opted for the same Sub-station and that Sub-station capacity is lesser than the cumulative capacity of these selected SPDs, the following shall be followed:

- a) The preference will be given to the selected SPD(s) starting from lowest qualified (i.e. based on lowest Tariff/ VGF as applicable) SPD and its capacity onwards till the available capacity in that Sub-station is exhausted to the maximum extent.
- b) The rest of selected SPDs who get part capacity or no capacity at that substation based on the preference mentioned in previous clause will have the option:
 - i) to change the location of the project site near to a STU/ CTU/DISCOM substation where the connectivity would be available or may connect to another substation keeping the project location same, subject to connectivity approval from the STU/CTU/DISCOM
Or
 - ii) Split the allotted project capacity to multiple projects subject to the condition that the any of the split project capacity is not less than 10 MW subject to connectivity approval from the STU/CTU/DISCOM. In such cases, the SPD will have to sign new PPAs with SECI for each part of the project capacities effective from the same date as of previous signed PPA with same terms and conditions.

Note: However, such preference shall not be applicable on the bidder(s) who opt to change their substation from the substation mentioned in Covering Letter (Format 6.1 as amended) after issuance of Lol.

- 3.7.2. The responsibility of getting connectivity with the transmission system owned by the CTU/STU/DISCOM, as may be required, will lie with the SPD. The transmission of power up to the point of interconnection /delivery point where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost.
- 3.7.3. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.
- 3.7.4. The arrangement of connectivity can be made by the SPD through a dedicated transmission line, which the SPD may construct himself or get constructed by STU or any other transmission Licensee. The entire cost of transmission including cost of construction of line, wheeling charges, losses etc. from the Project up to the Delivery Point will be borne by the SPD and will not be met by the CTU/STU/ Transmission Licensee or reimbursed by SECI. Two or more projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU/ STU substation through a common transmission line subject to the following conditions:
 - a) Acceptance of such an arrangement by STU/ CTU.
 - b) The meters for each project at pooling substation are sealed by STU/ CTU/ Discom/ SLDC.
 - c) The energy accounts are divided and clearly demarcated for the power generated at solar project and are issued by the STU/SLDC concerned.
- 3.7.5. The SPD may, however, shift Interconnection Point closer to his Project if 33 kV or above substation comes closer to the Project during the tenure of the PPA provided that the interconnection shall be maintained at 33 kV or above and energy at the solar Project is clearly demarcated for the power generated at solar Project and energy accounts are issued by the STU/SLDC concerned. The costs associated with this arrangement will also be borne by the SPD including the wheeling charges and losses up to the Interconnection Point. The SPDs may decide to share the cost of transmission charges and other associated charges from the Pooling Point up to the Interconnection Point, amongst themselves. In case of Pooling substation, losses in the transmission line between the Pooling substation and the substation of STU/CTU/any other transmission utility, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation. SPDs shall have to get a certification regarding the losses in the common line from their respective STU/CTU/any other transmission utility.
- 3.7.6. In case of Bidding Consortium, if the STU connectivity letter is in the name of non-Lead Member, the same shall be accepted against application of one

Project only and would be required to be transferred to the Project Company before signing of PPA.

3.7.7. The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account.

3.7.8. Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.

3.7.9. Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA.

3.8. Not used.

3.9. Power Generation by Solar Power Developer

A. Criteria for generation

The SPD will declare the annual CUF of his Project at the time of commissioning and will be allowed to revise the same within 1 year of commissioning. The declared annual CUF shall in no case be less than 17% yearly. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%. And within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relatable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. However, for the purpose of release of VGF, CUF will be calculated every year from the date of commissioning up to completion of 1 year from the date of commissioning and should not go beyond the lower limit of the declared CUF. The upper limit will not be applicable for the purpose of payment of VGF.

B. Shortfall in generation

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the SPD, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Utility(ies)/ Discoms and shall duly pay such compensation to SECI to enable SECI to remit the amount to Buying Utility(ies)/ Discoms. This will, however, be relaxable by SECI to the extent of grid non-availability for evacuation which is beyond the control of the developer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/Discoms towards non - meeting of RPOs, if such compensation is ordered by the State Commission.

However, this compensation shall not be applicable in events Force Majeure identified under the PPA with SECI, affecting supply of solar power by SPD.

C. Excess generation

Any excess generation over and above 10% of declared annual CUF will be purchased by SECI at a fixed tariff of Rs. 3/ kWh, provided SECI is able to get any buyer for sale of such excess generation. However, the SPD shall inform at least 60 days in advance of such excess generation to SECI, to enable SECI take necessary actions for sale of this excess generated energy.

While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption, he will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

3.10. Clearances required from the State Government and other local bodies

The Solar Power Developers are required to obtain necessary clearances and permits as required for setting up the Solar PV Power Projects.

3.11. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

- i) **Earnest Money Deposit (EMD)** of Rs.10 Lakh / MW per Project in the form of Bank Guarantee according to Format 6.3 A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- ii) The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to SECI. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India.
- iii) **Performance Bank Guarantee (PBG):** Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value of **@ Rs 30 Lakh/MW/Project** within 21 days of issuance of Lol and before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B for a value **@ Rs 30 Lakh/MW/Project** with a validity period of 21 months from the effective date of PPA. The Performance Bank Guarantee shall be submitted in the ratio of 20% & 80%. For e.g. in case the total PBG required for the project is Rs. 15 Crores, then the SPD shall submit 2 Bank Guarantees, the first one being for Rs. 3 Crores and the other one being for Rs. 12 Crores. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder.
- iv) All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.
- v) The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Schedule-2 of draft PPA to SECI. Performance Bank Guarantees (PBGs) issued by foreign branch of a bank from bank list given in Schedule-2 of draft

PPA is to be endorsed by the Indian branch of the same bank or State Bank of India.

- vi) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- vii) The SPDs of the Projects selected based on this RfS are required to sign PPA with SECI within 1 month after the issue of LOI. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by SECI and the selected Project(s) shall stand cancelled.
- viii) 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.
- ix) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- x) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- xi) After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of SPDs shall be returned to the SPD immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.17.

3.12. Success Charges

Successful bidders shall have to pay Rs.1.06 lakh/MW/project (@ 0.2% of normative capital cost of CERC i.e. Rs. 530.02 lakh per MW) + applicable service tax (presently 14.5%) to SECI towards administrative overheads, liaising with State Authorities, Discom/ STU, pre-commissioning and commissioning expense. The payment has to be made by the selected bidder in the form of DD/Pay Order within 21 days of issuance of LOI. In case the bidder fails to deposit the said amount to SECI as mentioned above within stipulated time, then the BG towards EMD shall be encashed by SECI and PPA shall only be signed after deposit of the Success Charges to SECI.

3.13. Forfeiture of EMD

The BG towards 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 the bid;
- ii) In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 or does not execute the PPA within the stipulated time period;
- iii) If after issuance of LOI, it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any way and that relevant facts have been

suppressed;

- iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.11; and
- v) If the bidder fails to furnish the DD/Pay Order towards Success Charges in accordance with clause 3.12;

3.14. Power Purchase Agreement

- 3.14.1. SECI shall enter into Power purchase agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between SECI and the selected SPD will be made available on www.tcil-india-electronictender.com. The PPA shall be signed within 01 month from the date of issue of Letter of Intent (LoI) (for e.g. If the LOI is dated 07-10-2016, then the last date of signing of PPA shall be 07-11-2016). PPA will be executed between SECI and selected bidder for each Project. The PPAs shall be valid for a period of 25 years as per provisions of PPA.
- 3.14.2. Before signing of PPA with the selected Bidders, SECI will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement and financial requirements mentioned at Clause 3.5 and 3.6 respectively. SECI at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with ROC which became due during this period, along with all the relevant documents filed with MCA for allotment of Shares are required to be submitted at the time of signing of PPA. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 3.14.3. Successful bidders will have to submit the required documents to SECI within 21 days from the issue of Letter of Intent (LOI). The same are also required to be uploaded on SECI's Centralized Project Monitoring System (refer clause 3.27) within the same time period. In case of delay in submission of documents beyond the 21 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
- 3.14.4. Back-to-back Power Sale Agreement (PSA) will be executed by SECI with the respective Buying Utilities for sale of solar power to them.
- 3.14.5. The developers will be free to reconfigure and repower their plants from time to time during the PPA duration. However, SECI will be obliged to buy power only within the

Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

3.14.6. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Power Developer, SECI.

3.15. VGF Securitization Agreement (VGFSa)

SECI shall enter into VGF Securitization Agreement (VGFSa) with the bidders selected based on positive VGF, if any, under the provisions of this RfS for securitization of VGF and creation of charge in favour of SECI or its authorized trustee. The model VGFSa will be available on the website www.tcil-india-electronictender.com. The VGFSa shall be signed within 01 month from the date of issue of Letter of Intent (LoI) (for e.g. If the LOI is dated 07-10-2016, then the last date of signing of VGFSa shall be 07-11-2016). VGFSa will be executed between SECI and selected bidder for each Project.

3.16. Financial Closure or Project Financing Arrangements

The Project shall achieve Financial Closure within 7 months from the date of signing Power Purchase Agreement (PPA) (for e.g. if PPA signing date is 07.11.2016, then scheduled Financial Closure date shall be 07.06.2017). At this stage, the SPDs shall report tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit a certificate from all financing agencies regarding the tie-up of funds and also furnish documentary evidence for demonstration/infusion of actual equity requirement, subject to a minimum of Rs. 0.6 Cr./MW/Project (@ 50% of Rs. 1.20 Cr./MW/Project) in addition to Rs. 0.24Cr/MW/Project infused at the time of signing of PPA. Further, the SPDs would furnish within the aforesaid period, the necessary documents to establish that the required land for project development is in clear possession of the SPD (@ 1.5 ha per MW per Project) and provide evidence that the requisite technical criteria have been fulfilled. Further, the SPD shall furnish documentary evidence towards the following:

- i) The requisite technical criteria have been fulfilled (including separate transmission service agreement for each allotted Project) and orders placed/agreements entered into, for supply of plants and equipment for the project.
- ii) Detailed Project Report for each project.
- iii) The details of all planned/proposed Inverters and modules (manufacturer, model number, datasheet, all technical certificates as mentioned at Annexure-A along with the link of the certifying authority with ILAC member accredited lab/NABL accredited lab) for the project at least 14 days prior to the scheduled financial closure date.
- iv) Thereafter, a technical committee constituted by MNRE shall verify the compliance in respect of the technical criteria mentioned at Annexure-A. If the documents submitted by the SPD meet the requirement mentioned in Annexure-A for specific model numbers of a particular manufacturer and is verified by the committee, then the same shall be updated on the Centralized Project Monitoring System (CPM) data base. The SPD will be able to refer and select out of all the models verified by the committee, while entering the details of procured items (inverters/ modules etc.) in the CPM prior to commissioning after financial closure. In case the SPD procures inverter/ module of different model number which is not available in the list of verified models in CPM, then the SPD will have to intimate SECI regarding the same and submit/upload the required supporting documents for the model number. However, in this case, SPD shall solely be responsible for the

consequences of delay in commissioning due to delay in verification of the documents by the committee or for non-compliance.

- v) Required land for project development (@1.5 ha per MW per Project) is under possession of the SPD. In this regard the SPD shall be required to furnish the following documentary evidences to establish the possession of the required land/lease agreement in the name of the SPD: -
 - a) Ownership rights or lease hold rights or right to use from State / Central agency (for at least 30 years) in the name of the SPD and possession of 100% of the area of land required for the Project. Land can be taken on lease or right to use basis from State /Central agency only. *Note: The land used for the project on lease hold basis or right to use basis will be accepted only in the case of State/Central Government land.* Certificate by the concerned and competent revenue/registration authority or appropriate Govt. agency for the acquisition/ownership/lease/ right to use/ vesting of the land in the name of the SPD.
- vi) Sworn affidavit from the Authorized person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the SPD. In exceptional circumstances change of land within the State could be agreed within 7 months of signing of PPA or at Financial Closure, whichever is earlier, but with prior approval of SECI. In such case the Bidding Company / Project Company has to furnish the revised STU connectivity letter for the new location.
- vii) In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, an extension can however be considered, on the sole request of SPD, on payment of a penalty of Rs. 10,000/- per day per MW. This amount will go into the Payment Security Fund. This extension will not have any impact on the Scheduled Commissioning Date.
- viii) Successful bidders will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. The same are also required to be uploaded on SECI's Centralized Project Monitoring System within the same time period. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.17. Commissioning

The Commissioning of the Projects shall be carried out by the SPDs selected based on this RfS, in line with the Procedure elaborated in draft PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the the State Nodal Agency or SECI after successful commissioning.

A. Part Commissioning

Part commissioning of the Project shall be carried out in two parts as mentioned below:

- i) Minimum 50% of the project capacity in the first part subject to condition that such capacity shall be in multiples of 10 MW only.
- ii) Balance capacity in the second part
- iii) Part commissioning is not applicable for Projects having a size of 10 MW.

Note: In case the project is split into multiple projects as specified in clause 3.7.1, the above conditions will be applicable for each split project capacity. The PPA will remain in force for a period of 25 years from the date of as per the provisions of PPA.

B. Commissioning Schedule and Liquidated Damage for Delay in Commissioning

The Project shall be commissioned within 13 months of the date of signing of PPA (for e.g. if PPA signing date is 07.11.2016, then scheduled Commissioning date shall be 07.12.2017). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

SECI shall encash the Performance Bank Guarantee in the following manner: -

- a. Delay up to one month – 20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis and proportionate to the capacity not commissioned; e.g. for a Project of 25 MW capacity, if commissioning of 10 MW capacity is delayed by 18 days from the scheduled date, then the penalty shall be: 20% of PBG amount X (10/25) X (18/30).
- b. Delay of more than one month and up to three months – SECI will encash remaining amount from Performance BG worked out on per day basis and proportionate to the Capacity not commissioned.
- c. In case the commissioning of the Project is delayed by more than 3 months, the tariff of Rs. 4.43/kWh or the tariff discovered after reverse auction shall be reduced at the rate of 0.50 paisa/kWh (half paisa per Kwh) per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 25 months from the date of signing of PPA. In case, the Commissioning of the Project is delayed beyond 25 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. The funds generated from the encashment of the Bank Guarantees shall be deposited in a separate fund under payment security mechanism to be maintained by SECI under the guidance of MNRE.
- d. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

Illustration of Liquidated Damages (LD) Calculations:

Consider a SPD has been selected for the implementation of a Project of capacity of 50 MW.

- Total Performance Bank Guarantee Amount to be furnished by the SPD: $(30 \times 50) = \text{Rs.1500 Lakhs}$.

a) LD Conditions:

- **In case of delay upto 1 Month :** 20% of the PBG amount (i.e. Rs.0.20 Lakh / MW / day) shall be encashed as Liquidated Damages for the first month of delay, calculated on per day basis and proportionate to the capacity not commissioned
- **In case of delay of more than 1 Month and up to 3 Months:** SECI will encash remaining Performance BG (i.e. Rs.0.40 Lakh / MW / day) on per day basis and proportionate to the Capacity not commissioned
- In case of delay beyond 3 months subject to maximum of 25 months from the date of signing of PPA, the tariff of Rs. 4.43 / kWh or the tariff discovered after reverse auction shall be reduced at the rate of 0.50 paisa (half paisa) per unit(kWh) per day for such remaining capacity which is not commissioned.

b) Consider that the Project commissioning (for e.g. Project capacity 50 MW with positive VGF) has been achieved in the following manner:

Sl. No.	Commissioned Capacity (MW)	Capacity remaining Un-commissioned (MW)	Date of Commissioning of the respective part	Delay from the Scheduled Commissioning date (days)
1	0	50	Scheduled Commissioning date	0
2	30 (considering at least 50% of project Capacity)	20	Scheduled Commissioning date + 40 Days	40
3	20 (remaining project Capacity)	0	Scheduled Commissioning date + 100 Days	100

i) **LD Calculation:** In case of above commissioning schedule, the LD calculation for encashment of PBG, shall be done as follows:

Total LD: $((50 \text{ MW} \times 30 \text{ days} \times \text{Rs.0.20 Lakh/MW/day}) + (50 \text{ MW} \times (40-30) \text{ days} \times \text{Rs.0.40 Lakh/MW/day}) + (20 \text{ MW} \times (90-40) \text{ days} \times \text{Rs.0.40 Lakh/MW/day}) = 900 \text{ Lakhs}$

ii) **For the remaining 20 MW capacity** which is being commissioned after 3 months from the scheduled Commissioning date, the Tariff gets reduced as explained below:

Tariff Calculation:

- Tariff for the 30 MW capacity = Rs. 4.43 / kWh
- Tariff for the 20 MW capacity which has been commissioned beyond three months from the date of the Scheduled Commissioning date : $\text{Rs. 4.43} - \text{Rs. } (0.005 \times (100-90)) = \text{Rs. 4.38 / kWh}$
- **As per terms of the PPA**, tariff of the Project shall be weighted average tariff of 30 MW and 20 MW. The tariff of the Project shall reduce to $((4.43 \times 30) + (4.38 \times 20)) / 50 = \text{Rs. 4.41 / kWh}$

Based on the above schedule, total LD payable by the SPD shall be Rs. 900 Lakhs and tariff of the Project for the entire term of PPA shall stand reduced to Rs. 4.41 / kWh.

3.18. Commercial Operation Date (COD):

The Commercial Operation Date (COD) shall be considered as the date 30 days subsequent to the actual date of commissioning of the project as certified by the SNA/SECI based on the MoM/report of Commissioning Committee. The 25-year tenure of PPA shall be as per the provisions of PPA.

The following milestone dates may therefore be observed and may fall on separate dates:

- i) **Inter connection with Grid:** This may be provided by the STU/CTU on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- ii) **Commissioning of Project:** This will be on a date, when the project meets the criteria defined for project commissioning. SECI may authorize any individual or committee or organization to declare the project commissioned on site.
- iii) The energy accounting shall start from the date of CoD.

Any energy produced and flowing into the grid before COD shall not be at the cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual. SECI may agree to buy this power as a trader if they find it viable outside this scheme.

Note: The Selected SPDs who will be availing VGF will be required to submit a copy of the audited annual accounts along with copy of tax audit report supplemented with calculation of Depreciation certified from statutory auditors and a copy of Income Tax return for the 25 years from Commercial Operation Date (COD).

If at any stage after COD it is found that the Solar Power Project Company is claiming Accelerated Rate of Depreciation as per the Income Tax Act 1961, and is also a beneficiary of VGF, then the entire VGF amount along with annual interest rate of 15% has to be repaid by the SPD to the SECI within 60 days. The interest shall be calculated from the date of disbursement of VGF. If such amount is not paid by the SPD, same shall be adjusted from the dues of the power sale revenue to be paid by SECI to the SPD.

3.19. Performance Guarantee Deposit (PGD):

Upon successful commissioning of project, the developer shall pay to SECI, a Performance Guarantee Deposit (PGD) @ ₹ 10 lakhs/MW/ Project in the form of DD/ NEFT/RTGS transfer. It shall stay with SECI for 25 years. The PGD shall be refunded to SPD without interest within three months after expiry of the 25 Year term of PPA subject to satisfactory performance of the project. In case the developer winds up his project or terminates the PPA prior to the completion of the 25 Year term of PPA, the PGD shall be forfeited. Interest earned on Performance Guarantee Deposit may also be used in Payment Security Fund.

3.20. Minimum Paid up Share Capital to be held by Project Promoter

- i) The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding.
- ii) No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iii) Lead Member in the Consortium shall have the Controlling Shareholding in the Project Company having not less than 51% of Voting Rights and paid up share capital in the Project Company.
- iv) After execution of PPA, the percentage of controlling shareholding (*controlling shareholding shall mean not less 51% of the voting rights and paid-up share capital*) in the Company/Consortium) developing the project shall be maintained for a period of (01) one year after Commercial Date of Operation (COD). Thereafter, any change can be undertaken under intimation to SECI.
- v) In case of companies having multiple promoters (but none of the shareholders having not less than 51% of voting rights and paid up share capital), it shall be considered as company of joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of (01) one year after Commercial Date of Operation (COD)).
- vi) Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.
- vii) In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI. This amount will go to payment security fund.

3.21. Structuring of the Bid selection process

- i) Single stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid (VGF/discounted tariff) together in response to this RfS for Part-B online. The preparation of bid proposal has to be in the manner described in Clause 3.25.
- ii) Total capacity offered under this RfS is 50 MW under Part-B. The Bidders may submit their proposals for Part-B in the manner described in Clause 3.25.

3.22. Instructions to Bidders for structuring of bid proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.

Detail Instructions to be followed by the bidders for online submission of response to RfS as stated at Annexure – D and Annexure-E.

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 6.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) 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.

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
4. Performance Guarantee (to be submitted before signing of PPA as specified in 3.14) in the form as per **Format 6.3 B** (to be filled out separately for each Project).
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** 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 Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA, the VGF Securitization Agreement (VGFA) with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member 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.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Details of interconnection point as per the following:
 - a. In case the bidder chooses a substation from the list of substations enclosed with the RfS and the project capacity is same as the Available Capacity against the identified substation in the list, Format 6.7 is not required to be submitted.

- b. In case the bidder **chooses a substation from the list enclosed with the RfS, but quotes for a project capacity more than the Available Capacity mentioned against the identified substation in the enclosed list, Format 6.7 shall be mandatory to be submitted as part of the response to RfS**, issued from the CTU/STU/DISCOM, confirming technical feasibility of connectivity of the Project to Substation.
 - c. In case the bidder chooses a substation outside from the list enclosed with the RfS, Format 6.7 shall be mandatory to be submitted as part of the response to RfS, issued from the CTU/STU/DISCOM, confirming technical feasibility of connectivity of the Project to Substation.
8. A disclosure statement as per Format 6.8 regarding participation of any related companies in the bidding process
9. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 07 months of signing of PPA as per **Format 6.9** (to be filled out separately for each Project) in line with 3.16.
10. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.10** (to be filled out separately for each Project).
11. **Attachments (to be submitted separately for each Project)**
 - i) Memorandum of Association, Article of Association needs 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/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - ii) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
 - iii) 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 one week prior to the last date of bid submission.
 - iv) Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI as per Clause 3.20. 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 time lines.

- v) Certified copies of annual audited accounts for the last financial year, i.e. FY 2014-15, or FY 2015-16, as applicable. In case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement, if available

3.23. Important notes and instructions to Bidders

- a. 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.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.14.
- c. If the Bidder/ Member in a Bidding Consortium 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 Letter of Intent, if issued, and the Bank Guarantee 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.
- d. If the event specified at 3.23 (c) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the 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 3.11 xi).
- f. All documents of the response to RfS (including RfS, PPA, VGFSa and PSA and all other documents uploaded on TCIL portal as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
- g. The response to RfS shall be submitted as mentioned in Clause 3.22. 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.
- h. 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 Online Tender Opening Event (TOE) of Technical bid.
- i. 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. .
- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

- k. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- l. Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- m. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- n. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- o. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.24. Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline 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.

Any of the following conditions shall cause the Bid to be "Non-responsive":

- a. Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.
- b. Non-submission of EMD in acceptable form along with RfS document.
- c. Response to RfS not received by the due date and time of bid submission;
- d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- e. Non submission of the original documents mentioned at 3.25 A i) by due date and time of bid submission;
- f. Any indication of VGF requirement in any part of response to the RfS, other than in the financial bid.
- g. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- h. Not used.
- i. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

3.25. Method of Submission of Response to RfS by the bidder

A. Documents to be submitted Offline (in Original)

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as "Bidding Envelope containing Covering Envelope, Pass Phrase Envelope -1 & Pass Phrase Envelope -2" at the top of the Envelope and "Name & Address of the Bidder" on the left hand side bottom must contain the following:

- i) **Covering Envelope:** Super scribed as "Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution "must contain the following:
 - DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet
 - Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
 - Covering Letter as per Format-6.1,
 - Power of Attorney as per Format 6.2 (if applicable),
 - Board Resolution as per Format 6.4
 - Consortium Agreement as per Format 6.5 (if applicable)
- ii) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope
- iii) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope

The bidding envelope shall contain the following sticker:

Response to RfS for Selection of 50MW Grid Connected Solar PV Projects under Part-B in Himachal Pradesh under JNNSM Phase-II: Batch-III, Tranche-VIII	
Cumulative Capacity of the projects applied for	_____ MW
Category of the Projects	PART-B
No. of Projects Bid for	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	GM (Solar) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989224, Email – nsm@seci.gov.in

B. Documents to be submitted Online

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-D and E. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned to the address mentioned in covering letter.

All documents of the response to RfS submitted online must be digitally signed on www.tcil-india-electronictender.com which should contain the following:

1. "Technical Bid (First Envelope)"

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- i) Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.7 (if applicable), 6.8, 6.9, 6.10 as elaborated in Clause 3.22;
- ii) All attachments elaborated in Clause 3.22, under the sub-clause 11: Attachments, with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the TCIL portal as part of Technical Bid.

2. "Financial Bid (Second Envelope)"

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i) Covering letter as per Format-6.11 of this RfS document;

Only single first round VGF/ discounted tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the TCIL portal. Bidder will have to select only one of the two options (First round VGF or First round tariff) in the electronic form. If both the options are selected, then the bid shall be considered as Non-responsive. 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 mentioned above, in any manner.
- (ii) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- (iii) 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.

- (iv) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.26. Notice board for display:

The selected SPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

___ MW Grid Connected Solar PV Project Owned and operated by _____ (insert name of the SPD) With VGF support from Government of India (Under JNNSM Ph-II, Batch-III Scheme Implemented by Solar Energy Corporation of India Ltd)  <u>LOCATION</u> Vill:....., Tehsil:....., District:....., (Enter State)
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3.27. Registration with SECI CPM

SECI is in the process of developing web based Centralized Project Monitoring (CPM) application. After issuing of LoI, an online account will be created for each successful SPD. The successful SPD has to mandatorily log in to SECI Centralized Project Monitoring System (CPM) and upload required documents along with submitting the documents offline (as per requirement of SECI) within the stipulated time period for PPA, Financial Closure, and Commissioning etc. The failure to upload/submission of required documents within the deadline shall be followed as per the relevant/respective clauses mentioned in this RfS, PPA and VGF Securitization Agreement.

3.28. Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) 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 aforementioned validity requirement.

3.29. 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.

3.30. Clarifications/Pre Bid meeting/ Enquires/ Amendments

- i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through TCIL portal.
- ii) SECI will make effort 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 questionnaire and SECI's response will be uploaded in the website www.tcil-india-electronicstender.com. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/TCIL web site. No separate reply/intimation will be given for the above, elsewhere.
- iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on SECI's website).
- iv) Enquiries/ clarifications may be sought by the Bidder from:

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
Mr. K. Remesh Kumar, General Manager (Solar)	Phone (Off):011-71989224 E-mail: nsm@seci.gov.in
Mr. Abhinav Kumar, Dy. Manager (Solar)	Phone (Off): 011- 71989225, Email: nsm@seci.gov.in
Mr. Satyanarayan Bishoyi, Sr. Engineer (Solar)	Phone (Off): 011- 71989236, Email: nsm@seci.gov.in
Mr. Pratik Prasun, Sr. Engineer (Solar)	Phone (Off): 011-71989236, Email: nsm@seci.gov.in

3.31. 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 at any stage without assigning any reasons whatsoever and without thereby any liability.

Section 4

BID EVALUATION AND SELECTION OF PROJECTS

Section 4

Bid evaluation methodology and selection of Projects

4.1. Bid Evaluation

The **Bench Mark VGF** has been kept as Rs. 1.00 Cr./MW in Part-B.

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

4.2. Techno-commercial Evaluation of Solar Project Developers (SPDs)

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i) The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at 3.25 A are received at SECI office on or before the due date and time of bid submission.
- ii) Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii) Subject to Clause 3.24, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the 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 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ TCIL 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.
- iv) The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.
- v) Not used.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations shall be done based on the "First Round VGF/ Discounted Tariff Bid" quoted by the bidders in the ElectronicForm of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- i) Second Envelope (containing first round VGF/ discounted tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- ii) The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a single VGF/ single discounted tariff

for all the projects. VGF/ Discounted tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹4.337, then it shall be considered as ₹4.33).

- iii) In this step, evaluation will be carried out based on VGF requirement and discounted tariff quoted by the Bidders. The VGF bid cannot be higher than the VGF mentioned at clause 4.1. Those bids, whose First Round VGF Bid is higher than VGF mentioned at clause 4.1 shall be rejected. The discounted tariff, if opted, has to be less than Rs.4.43/kWh.
- iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to tendered capacity in respective category, then the procedure as elaborated in Clause 4.3.3 shall be followed.
- v) Note: In case of each category, on completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible in a particular category, opening of the financial bid of the bidder will be at the discretion of SECI. Thereafter SECI will take appropriate action as deemed fit, in consultation with MNRE. If the first round VGF/ discounted tariff quoted is same for two or more bidders, then all the bidders with same VGF/discounted tariff shall be considered of equal rank/ standing in the order.
- vi) All bidders with same VGF/discounted tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n as mentioned in clause 4.3.3).
- vii) Ranking of bidders after Financial bid Evaluation: In case of financial bids received from all bidders are in the form of VGF and Discounted tariff, priority in ranking shall be given to the discounted tariff bids over VGF bids and ranking of bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B1	₹ 53,00,000/- (VGF in ₹/MW)	L4
B2	₹ 4.30 (discounted tariff in ₹/ kWh)	L1
B3	₹ 0 (VGF in ₹/MW)	L3
B4	₹ 4.40 (discounted tariff)	L2
B5	₹ 63,00,000/- (VGF in ₹/MW)	L5
B6	₹70,00,000/- (VGF in ₹/MW)	L6
B7	₹ 4.40 (discounted tariff)	L2

4.3. Reverse Auction (Step-3)

- 4.3.1. **The reverse auction shall be conducted on www.tcil-india-electronictender.com.** Reverse Auction shall be carried out on the day as intimated by SECI to the eligible bidders.
- 4.3.2. Not Used.

4.3.3. Total eligible bidders for reverse auction shall be decided as mentioned below:

Assuming

T = Total number of techno-commercially qualified bidders, and

S_k = Cumulative capacity till the 'kth serial number bidder (not the 'kth rank bidder) after ranking is done in ascending order from L1 onwards

S_E = (Eligible capacity for award)	(i) In case $S_T < 50$ MW (Part-B), $S_E = 0.8 \times S_T$, subject to minimum eligible capacity being 10 MW and rounded off to the nearest lower multiple of 10 MW in all cases. (ii) In case $S_T \geq 50$ MW (Part-B), $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 50 MW (Part-B) and rounded off to the nearest lower multiple of 10 MW in all cases.	
n = {	T , if $T=m$ or $m+1$	Where m =Total number of techno-commercially qualified bidders (after ranking is done in ascending order from L1 onwards) such that $(S_{m-1} < S_E \text{ MW and } S_m \geq S_E)$ and $1 < m \leq T$
	$m+(T-m)/2$, if $S_m \geq S_E$ and $T-m$ is even	
	$m+(T-m+1)/2$, if $S_m \geq S_E$ and $T-m$ is odd	

Total eligible bidders for e-Reverse Auction for the respective category = Bidders from Sl. No. 1 to Sl. No. n.

For e.g. (Shortlisting of bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = $S_T=80$ MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	m	S _E	n	Shortlisted Bidders
1	B8	L1	10	5	3	50 MW	5*	B8
2	B5	L2	20					B5
3	B1	L3	30					B1
4	B4	L4	10					B4
5	B2	L4	10					B2

* Though, $n = 3+ (5-3)/2 = 4$ as per the above formula, as per clause 4.2 B vi), all the bidders with same rank/standing have been considered and accordingly, n becomes 5 in this case.

4.3.4. At least one week prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-Reverse Auction. Further at least two hours before the schedule start time of e-Reverse

Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at 4.3.3.

4.3.5. Shortlisted bidders for Reverse Auction will be able to login into the TCIL website of reverse auction 15 minutes before the start time of reverse auction.

- i) During the 15 minutes prior to start of reverse auction process, the respective first round VGF/ discounted tariff along with the total project capacity of the bidder shall be displayed on its window.
- ii) The minimum decrement value of VGF for Reverse Auction is ₹ 30,000/- per MW. During the reverse auction process, the bidder can mention its revised VGF value which has to be at least ₹ 30,000/- less than its current quoted VGF value. For e.g. (if the current quoted VGF is ₹5,40,000.00, then the revised VGF has to be any value lower than ₹5,15,000.00, i.e. for e.g. ₹5,12,135.46 or ₹4,86,999.00 and so on). Similarly the minimum decrement value for discounted tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised discounted tariff which has to be at least 1 paisa less than its current discounted tariff.
- iii) Bidders can only quote any value lower than their previous quoted VGF/discounted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at no stage, increase in VGF / discounted tariff will be permissible. Bidders can improve their ranking by quoting the VGF/discounted tariff lower than their last quoted VGF/discounted tariff.
- iv) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting VGF/discounted tariff during reverse auction.
- v) At any point during Reverse Auction, either VGF or discounted tariff field shall remain enabled for the bidder. The VGF field remains enabled as long as quoted VGF is positive, i.e. more than zero and the discounted tariff field remains disabled. Once the VGF value becomes zero, from the next step onwards the discounted tariff becomes enabled and the VGF field becomes disabled.
- vi) A bidder quoting positive VGF can go for discounted tariff option during the reverse auction as mentioned in example below:

For e.g. If the bidder has quoted VGF as ₹ 2,43,500/- per MW at any stage during reverse auction and wishes to forgo VGF and quote Discounted Tariff for further competition, the following steps are to be followed:

Step 1: It will have to mention the VGF as ₹ 0/-. (VGF will stand as ₹ 0/- and Discounted tariff as ₹ 4.43/kWh).

Step 2: It will have to mention its discounted tariff value. (Now, if the Bidder wants to quote ₹ 4.35 as the tariff, then he has to mention the value in the discounted tariff field).

In the bidder's bidding window, the following information can be viewed by the bidder:

1. Its First round VGF/ discounted tariff as their initial start price and there after last quoted VGF/discounted tariff along with number of projects for which the bidder is qualified;
 2. The list of all the bidders with their following details:
Pseudo Identity, last quoted VGF, tariff and project capacity
- vii) The initial auction period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is

received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

4.4. Selection of Successful Bidders

- 4.4.1. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) and then positive VGF and so on till the capacity is exhausted. Some of the possible scenarios including, but not limited to, are shown below:

Scenario – 1	Scenario - 2	Scenario - 3	Scenario – 4
INR 4.26 (discounted tariff)	INR 4.26 (discounted tariff)	INR 4.15 (discounted tariff)	INR 22,00,000/- (VGF)
INR 4.30 (discounted tariff)	INR 4.38 (discounted tariff)	INR 4.18 (discounted tariff)	INR 53,00,000/- (VGF)
-	-	-	-
-	-	-	-
INR 53,00,000/- (VGF)	INR 0/- (zero VGF) (Tariff INR 4.43)	INR 4.41 (discounted tariff)	INR 65,00,000/- (VGF)
INR 70,00,000/- (VGF)	INR 20,00,000/- (VGF)	INR 4.42 (discounted tariff)	INR 78,00,000/- (VGF)

- 4.4.2. The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total project capacity (i.e. 50 MW) is exhausted.
- 4.4.3. In case of tie, among two or more bidders (i.e. their last quoted discounted tariff/VGF being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
- 4.4.4. In the above case (as mentioned in previous clause), if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:
- Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- Step – 2: Ranking will be done based on draw of lots.
- 4.4.5. At the end of selection process, a letter of Intent (LOI) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOI shall be issued to the Lead Member of the Consortium.

In all cases, SECI's decision regarding selection of bidder through Reverse Auction or otherwise based on First Round VGF/discounted tariff or annulment of tender process shall be final and binding on all participating bidders.

Section 5

OTHER PROVISIONS

Section 5

OTHER PROVISIONS

5.1. Role of State Nodal Agencies

It is envisaged that the State Government shall appoint any Agency as a State Level Agency which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:-

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during commissioning of projects and issue of commissioning certificates.

5.2. Role of State Transmission Utility

It is envisaged that the State Transmission Utility will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- i) Provide connectivity to the Solar Projects with the grid
- ii) Support during commissioning of projects
- iii) Coordination among various State and Central agencies for evacuation of power.

5.3. Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to a Committee constituted by MNRE for this purpose. Thereafter, clarifications/modifications/ rectification of anomalies, may be issued with approval of Secretary, MNRE.

5.4. Payment Security Mechanism

SECI shall set up a payment security mechanism in order to ensure timely payment to the developers. This fund will have a corpus to cover 3 months payment. The money received from encashment of BGs, interest earned on this fund, incentives for early payment and the grants from Government/ NCEF will be used to build this fund. The Ministry of New and Renewable Energy will frame Rules to operate this fund. Any charges incurred by SECI on account of litigation related to implementation of the Scheme shall be charged to this account. The expenses on account of short term open access charges, UI charges, fund requirements for furnishing security deposits in the form of Bank Guarantee/ LCs to STUs in accordance with BPTA or associated charges etc. may be utilized from PSM.

Section 6

FORMATS FOR BID SUBMISSION

Section 6

6.0 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 Requirements set forth in **Clause 3.5, 3.6, 3.7** of Section 3 and other submission requirements specified in the RfS.

- i) Format of Covering Letter (Format 6.1)
- ii) Format for Power of Attorney (Format 6.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv) Format for Performance Bank Guarantee (Format 6.3 B)
- v) Format for Board Resolutions (Format 6.4)
- vi) Format for the Consortium Agreement (Format 6.5)
- vii) (Format 6.6) – Not Applicable
- viii) Letter from CTU/STU/any other Transmission Utility (Format 6.7)
- ix) Format for Disclosure (Format 6.8)
- x) Format for Technical Criteria (Format 6.9)
- xi) Format for Proposed Technology Tie-up (Format 6.10)
- xii) Format for submission of financial bid (VGF Requirement- Formats 6.11)
- xiii) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- xiv) Check List for Bank Guarantees (Annexure-B)
- xv) List of Banks (Annexure-C)
- xvi) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xvii) Terms & Conditions of Reverse Auction Procedure (Annexure-E)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-6.1

Covering Letter

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

Date: _____
Reference No: _____

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

Tel. #:

Fax #:

E-mail address#

To

GM (Solar)

Solar Energy Corporation of India

1st Floor, D-3, A-Wing, District Centre,

Religare Building, Saket,

New Delhi-110017

Sub: Response to RfS No ----- dated ---- for development of Grid Connected Solar PV Project(s) in (Enter State) under JNNSM Ph-II, Batch-III, Tranche-VIII

Dear Sir,

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 SECI and terms and conditions of the standard VGF Securitization Agreement 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 6.8 under Disclosure). We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 50 MW in Part-B, including this response to RfS. We are submitting application for the development of following Solar PV Project(s):-

Proj No.	Capacity (MW)	Location of Project (Vill, Tehsil, Dist.)	Sub-station Details	Preferences*
Part-B				
01				
02				

(Note: 1. The bidder must ensure the project capacity mentioned against the substation should not exceed the capacity mentioned under that Sub-station mentioned in the list of substations, if enclosed with the RfS, else that project capacity shall be deducted from the total project capacity of the bidder.

2. Delete/Insert the rows as applicable, and number the Projects and envelopes accordingly)

*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, the allocation will be done as described in clause 4.4.3.

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA, PSA and standard VGF Securitization Agreement attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA, PSA and VGF Securitization Agreement along with the amendments and clarifications issued by SECI, the same have been initialed by us and enclosed with the response to RfS. We shall ensure that the PPA and VGF Securitization Agreement are executed as per the provisions of the RfS, provisions of PPA and provisions of VGF securitization agreement shall be binding on us. Further, we confirm that the Project shall be commissioned within 13 months of the date of signing of PPA.

2. *Not used*

3. Earnest Money Deposit (EMD): - (Please read Clause 3.11 carefully before filling)

We have enclosed EMD of Rs. (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.11 of this RfS. The total capacity of the Solar PV Project offered by us is MW [Insert cumulative capacity proposed].

4. 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, Success charge for the selected Projects within due time as mentioned in section 3.11 ii and 3.12 respectively of issue of LOI by SECI for the selected Projects and/or we are not able to sign PPA with SECI within 1 month of issue of LOI by SECI for the selected Projects, 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 unsuccessful capacity.

5. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

6. We hereby declare that during the selection process, in the event our Project happens to be the last Project selected in any of the categories and SECI offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

7. 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 and all claims in respect of this process.

8. 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, execute the PPA and execute VGF securitization agreement, in the event of our selection as Successful Bidder.

9. 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 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with SECI, committing total equity infusion in the SPV as per the provisions of RfS.

10. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 13 months from the date of signing of PPA between us and SECI. In the event of delay in commissioning with the grid of STU/CTU beyond 13 months, the provisions of 3.17 B of the RfS/ Clause 4.6 under Article 4 of PPA shall be applied on such

projects. Further, the project shall not be considered as commissioned unless the connectivity with STU/CTU grid is established.

11. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. 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.
13. 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.
14. 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 one hundred eighty (180) days from the last date of submission of response to RfS).
15. Contact Person

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

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

16. 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 VGF securitization agreement and consequent provisions of PPA and VGF securitization agreement shall apply.

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.22 (5) (a))

FORMAT-6.2

(Applicable only in case of Consortiums)

FORMAT FOR POWER OF ATTORNEY

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

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

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 ofand having its Registered /Head Office atas 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 No..... .We also authorize the said Lead Member to undertake the following acts:

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

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 6.3 A

Format for Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the ----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects under PART-B of the cumulative capacity of MW [Insert cumulative Project capacity proposed] under Jawaharlal Nehru Solar Mission **Phase-II, Batch-III, Tranche-VIII** for supply of power there from on long term basis, in response to the RfS No. _____ dated ____ issued by Solar Energy Corporation of India Limited (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 & 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 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. 10 Lakhs per MW of cumulative capacity proposed, 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 3.11 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 parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.11 of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause 3.11 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK 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 BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK 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 BANK 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 BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK 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.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.11 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____

E-mail ID of the bank:

Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

FORMAT- 6.3 B

Format for Performance Bank Guarantee for Solar PV Project

(to be submitted separately for each Project)

(Note: - Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project **under PART-B** of the capacity of MW, at[Insert name of the place] under Jawaharlal Nehru Solar Mission **Phase-II, Batch-III, Tranche-VIII**, for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the ----- [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s ----- [Insert name of the selected Solar Power Developer / Project Company]

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 respective agreement.

Our liability under this Guarantee is restricted to Rs. ----- only.

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

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK 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 selected Solar Power Developer /

Project Company as applicable] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK 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 BANK 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 BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ 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 SECI serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____

E-mail ID of the issuing 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 Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in draft PPA.

FORMAT-6.4

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, 1956 or Companies Act 2013, as applicable, 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 **under PART-B** vide RfS No. _____ for 'Selection of 50 MW Grid Connected Solar Photo Voltaic Projects' in (Enter State), India, including signing and submission of all documents and providing information / response to RfS to Solar Energy Corporation of India Ltd (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable 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 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 Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable 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 Project. **(To be provided by each Member of the Bidding Consortium including Lead Member 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 Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

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 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 contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **(To be passed by the Lead Member of the Bidding Consortium)**

3. NOT USED

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, 1956 or Companies Act, 2013 as applicable 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- 6.5

Format for Consortium Agreement (to be submitted separately for each Project)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

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 RfS under PART-A/ PART-B, execution of Power Purchase Agreement and execution of VGF securitization agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Ltd (SECI) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ constituted under _____

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 SECI desires to purchase power under Jawaharlal National Solar Mission Phase-II, Batch-III, Tranche-VIII;

WHEREAS, SECI 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, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI 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 n	---
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 (1) one year after commencement of supply of power.

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 commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [----] 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 SECI 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 SECI.
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 SECI.

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 SECI.

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

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-----

Name:

Address:

2) Signature-----

Name:

Address:

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

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

Witnesses:

1) Signature _____

Name:

Address:

2) Signature _____

Name:

Address:

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

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

Witnesses:

1) Signature _____

Name:

Address:

(2) Signature _____

Name:

Address:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

FORMAT- 6.6

FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

Not Applicable

FORMAT- 6.7

Format for Letter from STU/CTU/any other transmission utility

(on the letter head of the STU/CTU/any other transmission utility)

(to be submitted separately for each Project)

To,

[Insert name and address of SECI / Bidding Company or Member of Consortium]

Dear Sir,

Sub: Response to RfS No. _____ for Selection of Grid connected Solar Projects under Phase-II, Batch-III, Tranche-VIII of JNNSM (Part-B)

1. M/s _____ [Insert name of the Bidding Company/ Lead Member of Bidding Consortium] has approached us for providing connectivity for a Solar PV Project /___ no. Projects having a cumulative capacity of --- MW [Insert whichever applicable], proposed to be located at _____ [Insert location of the Project], with the State grid at a voltage level of _____ KV (should be at 33kV level & above). [In case of applying for a cumulative capacity under the same STU, the following statement needs to be included]: The cumulative capacity consists of the following Projects having respective capacities:
 - a) Project-1: _____MW
 - b) Project-2: _____ MW
 - c) and so on
2. We confirm the Technical feasibility of the connectivity of the plant with the State grid from _____ [Insert name & location of the sub-station of voltage level of 33 kV & above].
3. We further undertake that the connectivity with the grid will be provided with in a period of 13 (Thirteen) months from signing of PPA between M/s _____ [Insert name of the Bidding Company/ Lead Member of Bidding Consortium] and Solar Energy Corporation of India Ltd. (SECI) or any further period as intimated by M/s _____[Insert name of the Bidding Company/ Lead Member of Bidding Consortium] along with confirmation from SECI for such extended period.

For and on behalf of -----[Insert name of STU]

(Signature, Name & Designation of the authorized signatory of STU)

Note: -

- 1) The letter received by the Bidder from STU has to be submitted to SECI.
- 2) The letter from STU addressed to SECI shall also be acceptable.

FORMAT- 6.8

Format for Disclosure

[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]

Disclosure

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ under **PART-B** 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 that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

(Signature & Name of the person Authorized By the board)

Date:

FORMAT- 6.9
Format for Technical Criteria
[On the letter head of Bidder]

(to be submitted separately for each Project)

To,

[Insert name and address of SECI]

Dear Sir,

**Sub: Response to RfS No. _____ for Selection of Grid connected Solar PV Projects in
(Enter State) under Phase-II, Batch-III, Tranche-VIII of JNNSM for Part-B**

We hereby undertake to certify in line with **Clause 3.16** under the title "Financial Closure" that the following details shall be furnished within **7 months** of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established technology and **at least one Project** based on this technology is successfully operational for **at least one year**.
- 2.0 Details of the Project with location and the successful operational period of the Project utilizing this technology.
- 3.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Ownership or lease hold rights (Subject to minimum for 30 years) in the name of the Solar Power Developer and possession of 100% of the area of land required for the Project.
 - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ right to use/ vesting of the land in the name of the Solar Power Developer.
 - iii) Sworn affidavit from the Authorized person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
 - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi
- 4.0 Not used

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the person Authorized By the board

FORMAT - 6.10

Declaration by the Bidder for the proposed technology tie-up under PART-B

(to be submitted separately for each Project)

1	Name of Bidding Company / Lead Member of Bidding Consortium		
2	Name of the Technology partner (if any)		
3	Project Location		
4	Capacity proposed	 MW	
5	Category of the Project	PART-B	
6	Technology proposed to be adopted for the Project		
7	Estimated Capacity Utilization Factor		%
8	Estimated Annual Generation of Electrical Energy		kWh
9	Brief about the proposed Technology		
10	Crystalline Silicon Solar Cells and Modules		
	Concentrator PV Modules		
	Thin Film Modules		
	Any Other Technology		

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

Signature of the Authorized Signatory

Name of the Authorized Signatory

FORMAT- 6.11

FINANCIAL PROPOSAL

**Covering Letter
(On Bidder's letter head)**

[Date and Reference]

To,
GM (Solar)
Solar Energy Corporation of India Ltd
1st Floor, D-3, A-Wing, District Centre,
Religare Building, Saket,
New Delhi-110017
Tel No. 011-71989224,

**Sub: Response to RfS for Selection of 50 MW Grid connected Solar Photo Voltaic Projects in
(Enter State) under JNNSM Phase-II, Batch-III, Tranche-VIII vide RfS No.-----
- under PART-B**

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for a cumulative capacity of ____MW as Bidder for above.

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..

Note:

1. *There can be only one First Round VGF/ discounted tariff. If the bidder quotes two VGF amounts/ discounted of tariffs or combination thereof, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at TCIL portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *First round VGF/ Discounted Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be shall be considered as non-responsive and summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *The VGF/ discounted tariff should be mentioned up to two places of decimal only.*
6. *The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signature

Name:

Designation

Name of the Firm/Consortium

Address

Annexure- A

Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

3. PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

4. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
Grid Connectivity	Relevant CERC Regulations and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50° C shall be considered) in kW will be considered as inverter rated capacity.

5. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

6. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

7. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

8. Warranty

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

9. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

10. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to SECI/MNRE.
- b. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will

be required to submit this data to SECI and MNRE on line and/or through a report on regular basis every month for the entire duration of PPA.

- c. The SPDs shall provide access to SECI/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to SECI/MNRE
- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also it should be possible to download reports from a remote web-client in PDF or Excel format

11. Safe Disposal of Solar PV Modules:

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

12. Capacity of Solar PV Projects:

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	10 MW	10 MW	10 MW	10 MW
2	20 MW	20 MW	20 MW	20 MW
3	30 MW	30 MW	30 MW	30 MW
4	40 MW	40 MW	40 MW	40 MW
5	50 MW	50 MW	50 MW	50 MW

*Rated capacity shall mean as mentioned in clause 2 above. In case the rated capacity is mentioned in kVA, the certificate from OEM declaring the power factor of the Inverter/PCU at 50°C has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contract Capacity & Energy" of the PPA is allowed.
- iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project the each unit shall be required to have minimum 10 install MW DC Arrays Capacity.
- iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.
- v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

Commissioning Procedure

(This is for reference only; the commissioning procedure will be guided by as per PPA)

- i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure A of the RFS document.
- ii) SPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and SECI at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

Documents to be submitted to SECI/uploaded on SECI CPM portal:

The SPD will have to submit/upload the scanned copy of following documents (duly signed and stamped by authorized signatory) on SECI CPM portal well in advance prior to the scheduled commissioning date. The SPD shall also have to submit the hardcopies to SECI if asked by SECI for verification/cross check.

1. Covering Letter
2. Board resolution for authorized signatory.
3. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment as available on SECI CPM portal).
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A (if some documents already verified by MNRE appointed committee prior to Financial Closure, may not be required which shall be updated on CPM portal)
5. Installation report duly signed by the authorized signatory as per Appendix-A-2.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate.
8. SPD shall ensure Connectivity to the grid from concerned CTU/STU/Transmission Utility/DISCOM. Connectivity report as per the Appendix-A-3.
9. Synchronization Certificate as per prescribed format issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid as per Appendix-A-4.
10. Supporting document for "Consent to Operate"
11. Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.

13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
- v) After the submission/ upload of the documents by SPD, SECI shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by SECI, the same have to be submitted/uploaded by the SPD.
 - vi) Only after all the required documents are verified by SECI, the SPD shall have to submit/update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or SECI.
 - vii) After the proposed commissioning date along with commissioning order is submitted/updated on the portal, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the bidder. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
 - viii) SPD shall have to submit/upload the as-built drawing after the commissioning prior to the COD.
 - ix) SPD shall have to push the required plant related data to SECI designated server in xml/json formats. Additionally SPD shall also provide the login details/ SCADA login to SECI for online real time data monitoring prior to COD.
 - x) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by SECI. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.
 - xi) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.
 - xii) SPD is permitted to schedule the Commissioning of the Project in full or part as per the commissioning procedure elaborated in clause 3.17.

Solar power developers would be required to plan commissioning/synchronization with grid at least ten days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

Note: The commissioning procedure may change subject to any guidelines from MNRE.

Installation Report

(To be provided by SPD and to be submitted at least 10 days prior to commissioning date which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	-----
	PV arrays	
	PCUs / Inverters	
	Transformers	

Sample Connectivity Report

(To be provided by concerned CTU/STU/Transmission Utility/Discoms)

This is in compliance to the office order of the ----- Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid under JNNM Phase-II Batch-III, Tranche-VIII scheme installed at <Village>, <Tehsil>, <District> in the <State> on <date>.

The details of Solar Power Plant are as under:-

S. No	Name of Solar Power Developer & Location	Capacity Mentioned in PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District>	<> MW	Metering Detail at Delivery Point (<Village>) S.No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of <kV> PT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: <> 33 kV GSS, <>, <>, (<Distt.>)	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipment is as under:

<kV> line from --- to ----, completed on date ----.

Line Bay at < kV > GSS, ----- charged for --- on ----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date-----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Sample Synchronization Certificate

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----, Village - ----- Tehsil/Taluka -----, District ----- was Grid connected on (Date) at ----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

- (i) The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/Discoms
- (ii) Copy of duly signed MRI is to be enclosed.

Sample Part Commissioning / Full Commissioning Certificate
of Solar PV Power Project

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

NB: To be issued by as mentioned in clause 3.17.

Annexure- B

Check list for Bank Guarantees

Sl. no.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure-C

List of Banks

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	18. HSBC Bank Oman S.A.O.G
1. State Bank of India	19. Sonali Bank Ltd.
2. State Bank of Bikaner & Jaipur	20. J. P. Morgan Chase Bank, National Association
3. State Bank of Hyderabad	21. State Bank of Mauritius Ltd.
4. State Bank of Indore	22. BANK of CEYLON
5. State Bank of Mysore	23. BANK INTERNASIONAL INDONESIA
6. State Bank of Patiala	24. A B BANK
7. State Bank of Travancore	25. SHINHAN BANK
NATIONALISED BANKS	26. CTBC BANK Co. Ltd.
1. Allahabad Bank	27. MIZUHO BANK, Ltd.
2. Andhra Bank	28. Krung Thai Bank Public Company Ltd.
3. Bank of India	29. Antwerp Diamond Bank N.V
4. Bank of Maharashtra	30. Australia And New Zealand Banking Group Limited
5. Canara Bank	31. Sumitomo Mitsui Banking Corporation
6. Central Bank of India	32. American Express Banking Corporation
7. Corporation Bank	33. Commonwealth Bank of Australia
8. Dena Bank	34. Credit Suisse A.G
9. Indian Bank	35. FirstRand Bank Ltd.
10. Indian Overseas Bank	36. Industrial And Commercial Bank of China Ltd.
11. Oriental Bank of Commerce	37. JSC VTB Bank
12. Punjab National Bank	38. National Australia Bank
13. Punjab & Sind Bank	39. Rabobank International
14. Syndicate Bank	40. Sberbank
15. Union Bank of India	41. USB AG
16. United Bank of India	42. United Overseas Bank Ltd.
17. UCO Bank	43. Westpac Banking Corporation
18. Vijaya Bank	44. Woori Bank
19. Bank of Baroda	45. Doha Bank Qsc
20. Bhartiya Mahila Bank	4. SCHEDULED PRIVATE BANKS

2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. CréditAgricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd

Annexure – D

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

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 Limited* has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender 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

Auction

The sealed bid system would be followed by an 'e-ReverseAuction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender – Assign Tender Search Code (TSC) to a MA
6. 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.
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in reverse auction if invited

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 II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-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 TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

- Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
- 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 Center' 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.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	ets_support@tcil-india.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 I (Technical-Bid)
 - Envelope II (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 3.25 A, failing which the technical 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.

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 ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' 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 ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® 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 ElectronicForms™, 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 ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ 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 Technical Bid, if required as per clause 3.22 Error! Reference source not found.. 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 the 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.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electrionictender.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 DO'S 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 II or above 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) [ie 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 (ie 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, et al)
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 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)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you 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.

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-ReverseAuction

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-ReverseAuction as defined by the Buyer organization.
4. If applicable for an e-ReverseAuction (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay your EMD on ETS well in advance of the start of e-ReverseAuction bidding.
5. If applicable for an e-ReverseAuction (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-ReverseAuction bidding.
6. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Annexure – E

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the First round VGF / discounted tariff and total capacity of project of qualified Project(s), SECI shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Bidders may note that, although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
 - f) LOI shall be placed outside the TCIL e-portal & further processing of the LOI shall also be outside the system.

- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.tcil-india-electronictender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
5.	Entity-Start-Price	First Round VGF/discounted tariff Quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.