

Solar Energy Corporation of India
New Delhi-17

SECI/Cont./SRT-II/58/2013

Date: 20/05/2013

**Sub.: Amendments to RFS No SECI/Cont./SRT-II/58/2013 dated 01st May, 2013
for implementation of Grid Connected Roof Top Solar PV system scheme
in selected Cities/States in India (Phase-II)**

Dear Sir,

Further to our RFS No. SECI/Cont./SRT-II/58/2013 dated 01st May, 2013, please find attached an Amendment No. SECI/Cont./SRT-II/58/2013 dated 20.05.2013 to our above mentioned RFS as **Table-A**. This amendment shall form an integral part of the RFS dated 01.05.2013 & shall constitute a part of the Tender document.

Also please find enclosed the Clarification as **Table B** on some of the provisions in our RFS dated 01.05.13 taken up by various shortlisted applicants during the Pre Bid Conference held at SECI office on 08.05.2013 at 11a.m. All other terms and conditions of RFS shall remain same and Last date of submission and date of Techno-Commercial Bid opening shall be 30th May, 2013.

Thanking you,

Yours faithfully,

(Avnish Parashar)
Dy Manager(Contracts)

Amendment

Table-A

Sr. No.	Reference to the Clause, Page No. and Section of the RFS	Amended Clause
Definitions(Page4-7)		
1	y. Project Price	Project Cost/Project Price
2	ll. Qualified Bidder /Project Developer	Qualified Bidder
3	nn. Successful Bidder(s)	Successful Bidder(s)/ Project Developer(s)
4	qq(To be inserted after pp)	qq Tendered Capacity: shall mean the Total aggregate capacity in MW as indicated in Clause 1.2.1 against each city, proposed to be allocated by SECI to the Successful Bidder through this bidding process as per terms and conditions specified therein.
5	rr(To be inserted after qq)	rr Project Company: shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 1.13.A Please refer to Amendment to RFS issued by SECI.
6	ss(To be inserted after rr)	ss Project Sanction Documents: shall means the documents as specified in Annexure C
SECTION-I		
7	Clause No. 1.3.4 (a)(i), Page No. 12 & Section-I	Clause No. 1.3.4 (a)(i) is replaced as below: The Annual turnover of Rupees 5.0 Crore per MW in any one of the last 3 Financial years preceding the Bid Deadline subjected to the condition that the Bidder should at least have completed one financial year.
8	Clause No. 1.3.5, Page No. 13 & Section-I (To be inserted after Clause 1.3.4)	A new Clause 1.3.5 is added after Clause 1.3.4: 1.3.5 Incorporation of a Project Company 1.3.5.1 In case the Bidder is a Bidding Company and wishes to incorporate a Project Company, it shall indicate this in Format-3. In such a case Bidder if Selected as a Successful Bidder shall incorporate a Project Company within the Fifteen (15) days of issue of Allocation Letter. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company. 1.3.5.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) upto a period of two(2) years from the date of commissioning of the

		entire Sanctioned Capacity of the Project Developer. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Parent Company or Ultimate Parent Company. If the Successful Bidder so invests, the Successful Bidder shall be liable to ensure that minimum equity holding/Lock in limits specified above are still maintained.
9	Clause No. 1.11.3, Page No.19, Section-I	<p>Clause No. 1.11.3 is replaced as follows: 1.11.3 The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to SECI.</p> <p>a. Hundred percent (100%) of Bid Bond amount, if a Bidder withdraws/revoke or cancel or unilaterally vary his bid in any manner during the period of Bid Validity specified in the RFS document and in accordance with the Clause 1.8.1.</p> <p>b. Pro-rata to the allocated capacity, If the Successful Bidders fails to unconditionally accept the Allocation letter within 15 days from the date of issue.</p> <p>c. Pro-rata to the allocated capacity, If the Successful Bidders fails to furnish the "Performance Security" as per the Amended Clause 1.12.1.</p>
10	Clause No.1.12.1, Page No.19, Section-I	<p>Clause No.1.12.1 is replaced as follows: Within 10 days of receipt of the acceptance of Allocation Letter, Successful Bidder/Lead Member of the consortium shall furnish the Performance Security as per the formula indicated below, <u>Formula for calculation of PBG amount:</u></p> <p>PBG amount= (Rs. 6,75,000/250kWp) X Allocated capacity in kWp</p> <p><u>Example: For 500 kWp is allocated then the successful bidder has to submit PBG amount of Rs. 13, 50, 000/-(Rupees Thirteen Lakhs fifty thousand only)</u></p>
11	Clause No.1.12.3, Page No.20, Section-I	<p>Clause No.1.12.3 is replaced as follows: 1.12.3 The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to SECI.</p> <p>a. If the Successful Bidder fails to identify the projects and submit Project Sanction Documents to the satisfaction of SECI as per Clause No. 2.9.3, of capacity less than 250 kWp out of his allocated</p>

		<p>capacity, hundred percent (100%) PBG amount furnished for the allocated capacity.</p> <p>b. If the Successful Bidder is able to identify the projects and submit Project Sanction Documents to the satisfaction of SECI, of at least 250 KWp capacity out of his allocated capacity, PBG amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the Projects.</p> <p>c. If the Successful Bidder fails to commission the projects to the satisfaction of SECI, of capacity less than 250 kWp out of his Sanctioned capacity, hundred percent (100%) PBG amount furnished for the Sanctioned Capacity.</p> <p>d. If the Successful Bidder is able to commission the projects to the satisfaction of SECI, of at least 250 KWp out of his Sanctioned capacity, PBG amount, pro-rata to the capacity not executed by the Successful Bidder.</p>
12	Clause No.1.13.1, Page No.20, Section-I	"1430 hours" in the first line is replaced with "1500 hours".
SECTION-II		
13	Clause Nos.2.5.4, 2.5.5, 2.5.6 & 2.5.7, Page No.31 & 32, Section-II	Term "Bid Capacity", wherever appearing may be replaced with Term "Tendered Capacity".
14	Clause No. 2.9.3, Page No. 33, Section-II	The following is added at the end of the Clause: forfeited "as per Amended Clause 1.12.3"
15	Clause No. 2.9.6, Page No. 33, Section-II	Following is added at the beginning of the Clause : "After the Project Sanctioned Document have been submitted by the Successful Bidder/ Project Developer and accepted by SECI" , SECI
SECTION-III		
16	Clause 3.10 : Page No. 39&40 Section-III. Protections Lightening Protection	<p>The clause Lightening Protection is replaced as stated below:</p> <p>"Lightning protection should be provided as per IEC 62305 / NFC 17102 / UNE 21186/ IE standards. Lightning protection shall be provided by the use of metal oxide arrestors and suitable earthing such that induced transients find an alternate route to earth. There shall be required number of lightning conductors and structures shall be earthed through flats as per applicable Indian Standards with earth pits.</p>

	<p>Clause 3.10 : Page No. 39&40 Section-III. Protections</p> <p>“ Additional Clause”</p>	<p>In addition to the existing protections given in Clause 3.10 of RFS the “Surge protection” is also added as given below:</p> <p>Surge Protection: Internal surge protection shall consist of three MOV type arrestors connected from +ve and –ve terminals to earth (via Y arrangement) for higher withstand of the continuous PV-DC voltage during earth fault condition. SPD shall have safe disconnection and short circuit interruption arrangements through integrated DC in-built bypass fuse (parallel) which should get tripped during failure mode of MOV, extinguishing DC arc safely in order to protect the installation against fire hazards. Nominal discharge current (In) at 8/20 micro seconds shall be minimum 10 kA with maximum discharge (Imax) at 8/20 micro seconds minimum 20 kA with visual indication (through mechanical flag) in modules to monitor the life of SPD.</p>
17	Format-3,Page No 46&47	Amended Format-3 is attached.
18	Annexure-Page No-77	Amended Annexure-C is attached
All other Terms and Conditions of RFS shall remain same.		

GENERAL PARTICULARS OF THE BIDDER /LEAD MEMBER

1.	Name of the Company	
2.	Registered Office Address	
3.	Telephone, Telex, Fax No	
4.	E-mail	
5.	Web site	
6.	Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
7.	Year of Incorporation	
8.	Name of the Article in the Memorandum and Article of Association where Solar Business activity is mentioned.	
9.	Name and address of the Indian/foreign Collaboration if any	
10.	Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
11.	Reference of any document information attached by the Bidder other than specified in the RFS.	
12.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
13.	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	

Format-A

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting Control

**(Signature of Authorized Signatory)
With Seal**

DOCUMENTS REQUIRED FOR PROJECT SANCTION

Following documents will be required to be submitted for project sanction:

1. Project Report.
2. Agreement between the bidder and the owner of the Project/Building
(Notarised original agreement should be enclosed).
3. No Objection Certificate from the concerned DISCOM for grid connectivity.

Clarifications		Table-B
S.No.	Queries raised by the Prospective Bidder	Clarification provided by SECI
COMMERCIAL		
1.	If the Bidding Company is a Consortium, then can the Consortium form an SPV after receipt of the Letter of Allocation for executing all documents and agreements related to the Project?	Financial Consortium is not envisaged in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 9 attached to the RFS. However, Bidding Company/Lead Member of the Technical Consortium can form the Project Company. Please refer to Amendment to RFS for details.
2.	Can the Shareholding be changed after the bid?	Shareholding can be changed except for the Project company incorporated for execution of Project under this Bid process.
3.	Can the same company form different consortiums to bid for Projects in different locations?	No. A Bidder can only form one consortium and can bid upto 2.0 MW.
4.	Is part commissioning acceptable? How will the Performance Guarantee be encashed in such case?	Yes. Part commissioning is acceptable for the individual Projects, for which a separate project report has been submitted and accepted by SECI. Refer Clause 1.12.3 of RFS for the details of encashment of PBG as revised in the Amendment issued by SECI.
5.	What is the tenure for lease agreement to be executed?	Minimum period shall be upto 25 years from the date of commissioning of the Project.
6.	Can the Rooftop Power Plant be set in any other building in Jaipur that is not mentioned in Annexure B of the RFS document?	No
7.	What are the permissions and approvals required for the Project? Please clarify the permissions and approvals required for COD?	Bidder or owner of the building has to obtain all the necessary approvals/Consents/Clearances required for Erection, testing, commissioning and O&M of the project including Grid connectivity. SECI shall not have any responsibility in this regard.
8.	Is there any timeline for achieving financial closure for the Project?	No. However, sanctioned capacity shall be commissioned within 6 months from the date of issue of Sanction Letter(s).

9.	Please confirm that the technical experience does not necessarily include Rooftop Solar Project and that it can be any Solar PV Power Project?	Project should be any Grid connected Solar PV Power Project of minimum capacity 25KW.Please refer Clause 1.3.3 for details.
10.	Is the financial requirement to be met by each member of the consortium in proportion to the equity commitment made by each of them or only the Lead Member is required to fulfil the Networth criterion? Please confirm.	Financial criteria shall be fulfilled by the Bidding company/Lead member only. Please refer Clause 1.3.2 for details. Sl. No. 1 above may also be referred to.
11.	The RFS states that the bidder should have valid CST/State VAT/TIN registration that need to be submitted at the time of bid submission. If a company does not have these registration since it does not have any operational project and is bidding in consortium to fulfil the technical eligibility, will it still be required to submit these documents?	Registration No to be provided only for where the Bidder is presently operational/Company is registered.
12.	Can an EPC Contractor/O&M Contractor be appointed at the time of Project Implementation? Please confirm.	Yes
13.	Is there any minimum requirement for internal consumption of power and how much can be exported to the grid?	No
14.	What would be the tariff for exported power?	For RESCO model Projects, maximum tariff is upto Rs 6/kWh. For other Projects, tariff may be finalized between the Project Developer & concerned DISCOM.
15.	Can SECI increase the Maximum Bid capacity of 2MW?	No
16.	Can SECI remove the ceiling of Rs 6/kWh as the tariff for RESCO.	No
17.	Can the period of commissioning of 6months be increased?	No

18.	Whether Share premium is included in the Networth calculation?	It can be included only in case of listed companies.
19.	Whether RESCO are eligible for Subsidy?	Yes
20.	As per RFS, in the City of Jaipur, Roof top projects are to be implemented on Govt. Buildings only. What is the mechanism through which lease agreement can be signed by the Govt. in these buildings within three months and rights of roofs may be transferred to the bidder till the completion of O&M period?	Bidder may approach RRECL for details of the Roof owner and mechanism to be adopted. Bidder shall only be responsible for completing the formalities within specified time frame.
21.	If the organisation is only 2 years old and having Average Annual turnover of Rs 5 Crores then whether he is eligible to apply?	The Annual turnover in any one of the last 3 Financial years preceding the Bid Deadline shall be considered for eligibility subjected to that the Bidder should atleast have completed one financial year. Please refer to amendment to RFS issued by SECI.
22.	Whether Bid bond and Processing fee shall be submitted by the bidder separately for each City?	Yes, Bid bond shall be submitted separately for each City for the offered capacity in a separate envelop (alongwith Processing fee) superscripted with name of Cities for which Bid is being quoted & other details .However, Processing fee for all the Cities for which the bid is being submitted may be consolidated and a single DD may be furnished.
23.	Whether SECI can pay 30% of subsidy at the time of issue of sanction letter and can take Bank guarantees of equivalent amount from the Successful Bidder.	No. Subsidy shall be disbursed as per clause 2.10 only.
24.	Can we fulfil technical criteria using the strength of ultimate parent company located anywhere in the world and has set up projects anywhere in the world?	Yes
25.	The maximum limit indicated (i.e. 2 MWp) is for individual city or for all the cities?	2.0 MWp is Maximum Bid capacity which a Bidder can apply for all the cities. Please refer Definition.

26.	When the Bid Bond of the Successful Bidder will be returned? Or The same Bond just needs to be converted as the Performance Security?	Bid bond shall not be converted into Performance Security and Bid bond of the successful bidder shall be returned after the receipt of Performance Security for the allocated capacity.
27.	What is the Packing process of the Duplicate copy?	Duplicate copy and Original shall be put in a single envelope separately, However Duplicate copy shall not include the Price bids.
28.	Do we need to go with the mentioned locations of Annexure A of the RFS only?	In addition to that other buildings can also be used for implementation of Solar PV projects.
29.	Do we need to go with the mentioned locations of Annexure B of the RFS only?	Yes, Buildings mentioned in Annexure-B can only be used for implementation of Solar PV projects.
30.	In format 2, can we fill in the cumulative project capacity for each city which we will bid for? Or we must give the actual splits of the projects?	Cumulative capacity shall be indicated. Split of individual projects may be indicated if available.
31.	Would Micro and Medium scale enterprise/State PSU/Central PSU or any other Govt. entity be given preference?	No price preference and/or exemption on Bid Bond/PBG/Processing fee is envisaged.
32.	What are the Limits of a City like Bhubaneshwar, Gurgaon, and Hyderabad etc?	Municipal Corporation Limits/Master plan areas can be considered.
TECHNICAL		
33.	Please define whether the capacity to be installed is at AC or DC?	The plant capacity is on DC side only.
34.	Is it possible to use Passage and parking area for development of solar power plant in the same campus?	Yes, all the roofs of passages and parking areas can be used to install solar plants.
35.	If developer want to put a standalone system still grid connectivity permission is necessary or not?	The scheme is for grid connected roof top systems only. The standalone systems are not covered under this scheme.
36.	What is the process for approval of 'makes' by SECI for all the equipment's/components meeting the technical requirements as given in the RFS document?	There is no process for approval of makes. But the installed equipments/components should meet the technical specifications mentioned in RfS.

37.	Please mention the list of documents to be submitted by the successful bidder after commissioning of the plant for availing the subsidy?	The subsidy disbursal milestones and requirements are already given in the RFS. However the list of documents will be notified at the time of sanction of projects.
38.	Does a client with smaller capacities aggregating of 100kW at different roofs in different campus is eligible.	No. Please refer Clause 1.3.1 for details.
39.	Is there is any choice for domestic or international makes for modules and other equipment's?	The modules should be made in India only. Rest of the components can be procured from any source. However these items should meet the standards mentioned in RFS.
40.	Can the evacuation point of the project be given at 415V or 440V if the DISCOM permits?	Please refer Clause 3.12.
41.	Performance ratio (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to radiation measured. $PR (\%) = ((\text{Measured output in kWh})/(\text{Installed plant capacity in kWp} \times \text{measured radiation in kWh/m}^2)) \times 100$. Can we evaluate PR by using above formula?	Suggested formula envisages longer duration measurements (for some hours) and the calculated value of PR represents the average value over the period of measurement. The definition of PR mentioned in RFS is to measure instantaneous performance of the project. For better clarity one can read the formula mentioned in RFS as $PR = (\text{Measured output of the plant (in kW)}/\text{installed plant capacity in (kWp)}) \times (1000/\text{Measured radiation in W/m}^2)$
42.	During weekends and general holidays the diesel generator will not be operated. In such days during grid failure the SPV system stops generating. Pls clarify how to calculate the CUF in these conditions? Do the number of days considering in CUF shall equal to number of operating days of the building?	The grid outage conditions can be excluded to calculate the CUF. However the grid outage data from DISCOM is required to be submitted to support any such claims.
43.	AC voltage can be measured by Digital Energy Meter whereas DC Voltage can be measured through Inverter itself?	DC voltage can be taken from Inverter /any other meter. However to measure PR the AC voltage and current only will be considered.
44.	Bidder should have installed at least one grid connected solar pv power project of 25 KW or above. (This qualification clause will restrict new companies from entering the market. To ensure performance of plants SECI has already asked for performance BG's. No further restrictions should be placed on companies.)	Considered, however decided not to relax.

45.	CUF is radiation dependent and not in the control of the bidder. Subsidy should not be linked to CUF, instead it should be linked to PR ratio as that is something which is in the control of the bidder.	The minimum CUF mentioned is arrived at after considering all such limitations. To ensure the annual performance of the plant CUF only will be considered.
46.	If developer using all the electricity generated for their internal use, then still it is necessary to connect to the grid	As the scheme is being grid connected roof top scheme, The plant is necessarily need to be connected with the grid.