

SOLAR ENERGY CORPORATION OF INDIA

(A GOVERNMENT OF INDIA ENTERPRISE)

Request for Proposal (RFP)

(RFP No.: SECI/SOLAR/PV/SP/CON/14-15/001)

FOR

**DETAILED PROJECT REPORT FOR SOLAR PARKS IN MADHYA
PRADESH, TELANGANA, & ANDHRA PRADESH & ALSO FOR
EMPANELMENT IN SECI FOR OTHER SOLAR PARKS IN VARIOUS
PARTS OF THE COUNTRY.**



SOLAR ENERGY CORPORATION OF INDIA (SECI)

**1st Floor, D-3, A Wing, Religare Building
District Centre, Saket, New Delhi - 110017**

Telephone No: 91-11- 71989237/230

Fax No: 91-11- 71989241

SECI website: www.seci.gov.in

Request for Proposal & Empanelment

Solar Energy Corporation of India (SECI) invites proposal (RFP) from eligible bidders for preparation of Detailed Project Reports (DPRs) as per the scope of work given in this document for Solar Parks in Madhya Pradesh, Telangana & Andhra Pradesh and empanelment of consultant for Solar Parks works on pan India basis.

RFP document shall be available on <http://www.seci.gov.in> from 19/09/2014. Pre-Bid meeting to address any query of prospective participants will be held on 26/09/2014 (11:00 am) at SECI's office. Response to RFP addressed to undersigned must be received by SECI up to **1400** Hours on 08/10/2014 and Techno Commercial BID shall be opened on the same day at **1500** Hours. Subsequent to that Bidder/Applicant shall be required to make a crisp presentation to SECI on his understanding about the assignment & other aspects as described under **Eligibility Criteria** on 11/10/2014, specific details about timing shall be communicated on the day of opening of Techno Commercial BID.

The bidder/ Applicant shall submit a Demand Draft of ₹ 16,854/-(inclusive of service tax) in favour of Solar Energy Corporation of India, payable at New Delhi as processing fee. A **BID Security** of ₹ 50,000/- (Rupees Fifty Thousand only) **for each Solar Park**, in the form of Demand draft in favour of Solar Energy Corporation of India in a separate envelop clearly marked as BID Security has to be submitted by the Bidder/ Applicant along with their response.

In case a bidder/applicant wishes to get **empaneled only** at this stage, such applicants are not required to submit the BID Security & Price BID. In that case they should clearly mention on their Envelop, "**For Empanelment only**", failing which their response shall be treated as, "for selection".

Any Proposal found not containing Processing Fee, BID Security & Price BID (in case of participating for selection) will be considered as non-responsive BID and will not be evaluated further. Bidder shall submit the signed (by authorized signatory) & stamped copy of the RFP document (on each page) along with their response.

For details please visit SECI's website <http://www.seci.gov.in> . For any clarification bidders/ applicants may contact Mr. Abhishek Kumar Ambasta (Senior Engineer, 011-71989237) or send their query to solarpv@seci.gov.in.

General Manager (Solar)

Solar Energy Corporation of India

1st Floor, D-3, A Wing,

Religare Building, District Centre,

Saket, New Delhi - 110017

Definitions & Abbreviations

In the RFP document as herein defined where the context so admits, the following words and expression will have the following meaning:

“Applicant” shall mean the bidder responding to the RFP with an intent to get selected/empaneled with SECI for consultancy work.

“Authority” Solar Energy Corporation of India

“Empanelment” shall mean the Agreement between the SECI and the shortlisted applicants for providing consultancy services for development of Solar Parks on pan India with respect to works mentioned in RFP & further addition, modifications thereto, if necessary.

“Change in Law” means any new law or statute, or any change, variation, modification, repeal or amendment to any existing law or statute, including any change in case/judge made law, or in any governmental order, directive or regulation, or any change consequent upon any relevant decision or ruling by any governmental or municipal body as to the correct interpretation or application of any law impacting the RFP.

“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.

“Competent Authority” shall mean Director (Solar) SECI, himself and/or a person or group of person(s) nominated by Director (Solar) of Solar Energy Corporation of India for the mentioned purpose herein.

“Company” means a company formed under the Companies Act 1956/ Companies act 2013.

“Consultant” means a company and registered in India or abroad having an office in India and authorized to carry out consultancy services as per the **Indian Law**.

“Corporation” means Solar Energy Corporation of India and its representatives delegated to act on behalf of it, in the matter concerned with this RFP and for issues related to it.

“Contract” means agreement between SECI and successful Bidder/ Applicant as a result of evaluation of the bidding process to execute the work defined in the RFP document.

“EPC” means Engineering Procurement & Construction work for development of solar park.

“EPC Contractor” means the company/companies awarded the EPC works.

“Engineer-in-Charge” will be the officer designated by SECI to monitor, manage & interact with selected consultant with respect to scope of works & she / he will also communicate SECI's decision on the matters relevant to the Consultant's work.

“Grid Connected Solar PV Project” shall mean a Solar PV Plant which can supply the generated electricity to the Grid and which is designed & operated as per Indian Electricity Grid Code and prudent utility practices.

“Law” means any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, requirement of permits, any appointments, decisions, acts, instructions, requirements, directives and notifications of any Government Authority or any court or tribunal or arbitrator having jurisdiction over the matters in question or the like including those related to taxes,

duties, assessment, expropriation or authoritative interpretation as may be modified, enacted, re-interpreted or revised from time to time, and the official interpretations thereof, applicable to this RFP.

“Letter of Award / Award”, shall mean the letter issued to the successful bidder to execute the services expressed under RFP document.

"MNRE" shall mean Ministry of New and Renewable Energy, Government of India.

“Project” works defined under scope of work & to be undertaken by successful bidder.

"RFP" shall mean Request for Proposal (RFP)/Tender document/Bid Document.

“SECI” shall mean Solar Energy Corporation of India, New Delhi (A Govt. of India Enterprise) under MNRE.

Disclaimer

The information contained in this Request for Proposal document (the “RFP” or “Request for Proposal”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Corporation or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for Award &/or Empanelment pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

This RFP may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Though SECI has made a sincere attempt to make this document error free, however the assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on Term/clauses expressed herein.

Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with Selection for Proposal / Empanelment of Applicants for participation in the Bidding Process.

Corporation also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP. Corporation may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that Corporation is bound to select and empanel pre-qualified Applications for Bid Stage or to appoint the

selected Bidder, for the Project and the Corporation reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Corporation or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

1. General Description of Project

1.1 Background

Ministry of New and renewable Energy (MNRE) has drawn a scheme to set up number of solar parks across various states in the country, each with a capacity of Solar Projects generally above 500 MW. The Scheme proposes to provide financial support by Government of India to establish solar parks with an aim to facilitate creation of infrastructure necessary for setting up new solar power projects in terms of allocation of land, transmission and evacuation lines, access roads, availability of water and others, in a focused manner.

Solar Energy Corporation of India (SECI), a central public sector enterprises under MNRE, has been implementing various schemes to develop solar sector in the country. As per the policy, these solar parks will be developed in collaboration with the State Governments. The implementation agency would be Solar Energy Corporation of India (SECI) on behalf of Government of India (GOI). SECI will handle funds to be made available under the scheme on behalf of GOI. The states shall designate a nodal agency for implementation of the solar park.

The Solar Park is a concentrated zone of development of solar power generation projects. As part of Solar park development, land required for development of Solar Power Projects with cumulative capacity generally 500 MW and above will be identified and acquired and various infrastructure like transmission system, water, road connectivity and communication network etc. will be developed. The parks will be characterized by well-developed proper infra-structure where the risk & gestation period of the projects will be minimized. At the state level, the solar park will enable the states to bring in significant investment from project developers in Solar Power sector, to meet its Solar Purchase Obligation (SPO) mandates and provide employment opportunities to local population. The state will also be able to reduce its carbon footprint by avoiding emissions equivalent to the solar park's generated capacity.

To develop the proposed Solar Parks, SECI invites eligible consultant to submit their Proposal for preparation of Detailed Project Report for the solar parks. Details of scope of works and other terms & conditions are elaborated in the RFP document.

Sites for the solar parks with tentative quantum of areas have been identified in some of the states like **Madhya Pradesh, Andhra Pradesh & Telengana**. Many other states are in the process of identification of Sites. With this background, SECI invites Request for Proposal & Empanelment from eligible bidders through this **RFP: SECI/SOLAR/PV/SP/CON/14-15/001** as consultants of SECI for preparation of Detailed Project Report (DPR) for Solar Park.

Sl. No.	State	Location Details	Approximate Area (in Acres)
1	Madhya Pradesh	Itar Pahar, Rewa District	3500
2	Telengana	Ghattu, Mahaboob Nagar District	5500
3	Andhra Pradesh	NP Kunta, District Anantpur & Galiveedu, Kadapa District	10100
4	Andhra Pradesh	Pinnapuram, Kurnool District	5100

Applicants/Bidders may also choose to get empaneled with SECI for upcoming Solar Parks in various states. The pool of empanelled consultant will also be eligible for participation in SECI's tender for Project Management works for these solar Parks and also for the upcoming ones.

Note:

The land area indicated for various Solar Parks in table above may vary by 20%.

1.2 Scope of Work

The scopes of services include study, investigation & preparation of report of the available characteristics of land topography, soil & sub soil environment, ambient conditions, water and also prepare a detailed master plan to suit the requirement of Solar Park (of indicated capacity), complete with all the infrastructure facilities including road, drainage, street lighting, water storage tanks & along with water main distribution network, power evacuation & distribution network, sewage disposal network along with treatment plant for water (if required). The scope also includes preparation of Bill of Quantity, Specifications, estimates for enabling SECI to carry out bidding for finalization of EPC contracts for various major component of solar park viz. Civil, Electrical, IT, Mechanical & Plumbing etc. Areas of investigation and study will cover the following.

1.2.1 Land topography

Consultant shall carryout the land topography, in a grid size of 100 m X 100 m. Based on the topography data, the consultant should grade the land and quantify the requirement of land filling/levelling/ excavation for the development of solar power plant wherever it would be required throughout the span of Solar Park.

1.2.2 Drainage Study:

The consultant shall study the existing natural drainage and suggest suitable drainage arrangement to avoid flooding of the area after development of Solar Projects in the Parks

1.2.3 Solar Plant Capacity

Based on the land area available & suitable technology assessment, consultant shall suggest installation capacity of Photovoltaic Solar Power Plant in Solar Park.

1.2.4 Method of Implementation of the Project

Consultant shall recommend different methods for implementation of project (Turnkey basis or BOQ basis). An elaborate sequencing of milestones during execution of project shall form part of the report. Consultant should also identify & report potential hazards and risks to be foreseen and its mitigation measures.

1.2.5 Power Evacuation from the Solar Park

Consultant shall carryout load flow study and recommend the method of power evacuation after consultations with concerned authorities (viz. STU/CTU/Power Grid etc.), along with details regarding evacuation infrastructure available in vicinity of solar park for optimizing the power evacuation. The consultant shall also work out the bill of material along with cost estimate for creation of the required evacuation infrastructure.

1.2.6 Resource assessment & existing infrastructure:

A detailed study of solar radiation resource assessment shall be carried out with other climatic factors such as temperature, wind velocity, precipitation. Availability of water (for cleaning of PV Modules, & domestic purpose of personnel stationed at site) with a suggestion on requirement of water treatment facility based on quality of water available.

Site accessibility details, through Rail / Road / Air shall be carried out. Availability of civil/construction raw materials required during development of solar park in the vicinity of respective site along with approximate lead time with respect to ordering & delivery of the same has to be worked out by the consultant.

1.2.7 Technical Detailing & Basic Engineering Design

Specifications of the various technical components of the solar park infrastructure shall be worked out by the Consultant along with relevant IS/ BIS Codes wherever applicable. Consultant shall also prepare a Good for Construction (GfC) drawings & Bill of Material along with estimated cost of procurement / construction of all the civil, mechanical, electrical, electronics & IT infrastructure to be developed for solar park. Infrastructure details should contain specifications and layouts with respect to following facilities;

- ❖ Site levelling & grading, site fencing work, marking of plots, area lighting, gate complex, green belt, drainage, plantation of shrubs & sewage treatment/disposal plan etc.
- ❖ Road network plan including existing road, Onsite and Off-side proposed road/connecting road, watch towers.
- ❖ Power Evacuation Plan within the solar park including substation, transmission lines, cabling, Lightning arrestor, transformer, Supervisory Control and Data Acquisition (SCADA) & associated infrastructure details etc. The consultant shall suggest various alternatives considering underground

cable network, overhead lines etc. along with cost details of each system to enable SECI to select the appropriate design. Further, the consultant shall also suggest various alternatives for step up voltage selection to optimize the electrical evacuation facilities.

- ❖ Water demand estimation, water sources, storage system (including underground water), water treatment, and distribution network including piping & pumps details.
- ❖ Common infrastructure like parking, warehouses, administrative block, residential blocks, vocational training institute etc. in the master plan.
- ❖ Telecommunication & Local Area Network within the Solar Park including the link cable to the service provider.

1.2.8 Cost Estimation & Financials details:

Review all aspects of the project and prepare a detailed breakup of cost estimate of each component of the project. Financial viability of projects including details of following heads shall be furnished.

- ❖ Various Revenue models & estimates of revenue & operating Costs
- ❖ Profitability analysis
- ❖ Projected Balance Sheet and Cash flow statement
- ❖ Base Indicators – IRR, DSCR, NPV, etc.

1.2.9 Review of Environmental Issues

Review the existing environmental laws and regulations and report environmental issues that may arise as a result of the implementation of the project. Highlighting climatic / environmental / seismic / anthropogenic factors which can affect progress, life, performance of solar park & solar plants. The environmental impact assessment shall include:

- ❖ Impact on land, air, noise, water.
- ❖ Impact on surrounding land use (possibility of land use change is there or not)
- ❖ Physical and geographical suitability.
- ❖ Waste generation, transfer, re-cycling, treatment and disposal technologies to be employed
- ❖ Pollution abatement options to be employed.
- ❖ Green Belt Development & dust control measures.

Potential hazards and risks to be foreseen and its mitigation measures.

1.2.10 Social & Local issues:

Analysis of local & social issues, which SECI must consider / take care while development of project. Here consultant shall provide the detail of local / social issues which may hinder the progress of project while execution/ operation along with possible way-outs in order to avoid any conflict if it may occur.

1.2.11 Legal and Statutory Aspects

Review legal and statutory aspects for the proper implementation of the project regarding resettlement of the population of the selected area if required. An exhaustive list of clearances, NOCs required to be taken along with process to obtain them in order to execute & operate the solar park / solar power plants shall be furnished.

1.2.12 Preliminary Yield Analysis

Consultant shall carryout study of energy yield for the proposed development using different technologies (Solar Photo voltaic) & respective land requirement.

1.2.13 Learning from Previous Projects of similar Nature

Learning from existing solar parks & care should be taken while implementing the project.

1.2.14 Benefits of the project

Consultant shall list down the proposed social, economic, environmental benefits of the project to the society & country.

1.2.15 Inputs for preparation of tender document for EPC and associated works

Consultant shall provide inputs for EPC works with respect to development of solar park. DPR should contain all the necessary inputs required by the EPC contractor for development of complete infrastructure required in the solar park. Consultant shall also propose Terms & Conditions for the EPC contract, so that the time bound completion of the Project can be ensured.

Note:

- Table of Content of Detailed Project Report is given in Annexure: H
- Final Detailed Project Report must contain all the topics enumerated in Table of Content (Annexure: H), failing which report shall be considered incomplete and unacceptable. However consultant should include any other essential information with respect to development of solar park which may not be mentioned in ToC but defined under scope work or seems to be necessary for development of Solar Park.
- Consultant shall submit hard copy (2 copies) and soft & copy (3 editable copies) of all the reports, drawings & assessments to SECI.
- At any time during development of Solar Park, SECI may request the consultant for incorporating any change in Report & Consultant shall acknowledge and address the changes requested by SECI in such manner.
- Consultant shall also be required to give presentation to MNRE & Designated State Nodal Agencies on solar Park based on Detailed Project Report.

2. Instruction to Applicant

2.1 Preparation and Submission of Application

The Applicant shall provide all the information sought under this document. Corporation will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable for rejection.

- 2.1.1** The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this document) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted, marked “COPY”.
- 2.1.2** The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in **blue ink**. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together.
- 2.1.3** At the time of submission of BID, the Bidder shall be required to submit Bid Security in the form of Demand Draft of an amount ₹ 50,000/- (Rupees Fifty Thousand only) payable to SECI at New Delhi, from a Scheduled Bank listed in Annexure: L **for each Solar park**. If declared successful, the consultant must submit a Performance Bank Guarantee (PBG) of 10% of the award value in favour of Solar Energy Corporation of India & payable at New Delhi from a scheduled Bank (as per Annexure: L) within 15 days from the issue of Letter of Award. (Format for PBG is given in Annexure G). Performance guarantee will be valid for 75 days from the issue of LOA, with an additional claim period of 30 days. BID Security of unsuccessful bidders shall be returned to the respective bidders. The Bid Security of all the unsuccessful Bidders shall be returned as promptly as possible, but not later than 1 month after expiration of bid validity. BID Security shall not carry any interest. The Bid Security of the successful Bidder shall be returned once the successful Bidder has accepted the Letter of Award and furnished the required Performance Guarantee in acceptable form.
- 2.1.4** However for bidders seeking empanelment only, will be required to submit Processing Fee, all documents regarding qualification criteria and make a presentation as mentioned under Eligibility Criteria, but not required to submit Price BID & BID Security.
- 2.1.5** Price quoted by the bidder for each solar park should be on fixed **Lump sum** basis inclusive of all taxes & duties, except service tax which shall be paid over & above the quoted price as applicable & not be considered for evaluation purpose. No escalation shall be payable on the price quoted by the selected bidder.

2.2 Sealing of Application

Duly filled documents as per the following formats need to be submitted along with the RFP, properly indexed & in the following order.

- i) Annexure A: Covering Letter.
- ii) Annexure B: Company Profile and Organization Structure.
- iii) Annexure C: Details of document with respect to eligibility criteria
- iv) Documents required in support of experience as prescribed under eligibility criteria & mentioned in Annexure: C, work completion certificate from client along with a copy of respective work order/ purchase order/ letter of award.
- v) Annexure D: Joint Bidding Agreement in case technical eligibility is desired to be met through technical Partner.
- vi) Annexure E: Power of Attorney issued by Company in favour of Authorized Signatory.
- vii) BID Security.
- viii) Price BID.
- ix) Signed & stamped (on each page) copy of RFP document by authorized signatory.
- x) Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding three years.
- xi) Statutory Auditor's / Practicing CA's certificate to certify the annual turnover requirement and net worth.

- xii) Demand Draft of ₹ 16,854 (Rupees Sixteen Thousand Eight Hundred Fifty Four only) which is inclusive of applicable service tax against BID Processing Fee, from a Scheduled Bank in India, in favor of “Solar energy Corporation Of India” and payable at New Delhi.

2.3 Each application shall clearly indicate the name and address of the Applicant. In addition, the Application due date shall be indicated on the right hand corner of each of the envelopes.

2.4 No applicant / bidder is allowed to submit Price Bid for more than two (2) solar parks.

2.5 The application shall be furnished strictly in the following manner

- (i) One small size envelope for the application processing fee. This envelope shall be super scribed “**APPLICATION PROCESSING FEES**” & one small size envelope for “**BID Security**” and superscribed as “**BID Security**”, separate for each Solar Park, which must be super scribed “**BID SECURITY for _____ Solar Park**” against **RFP SECI/SOLAR/PV/SP/CON/14-15/001**.
- (ii) One medium size envelope for “**Techno Commercial BID**” which must be super scribed “**TECHNO COMMERCIAL BID**” against “**RFP SECI/SOLAR/PV/SP/CON/14-15/001**” .
- (iii) Separate envelope for “**Price BID**” quoting price for carryng out work as per RFP on lump sum basis for each solar Park which must be super scribed “**PRICE BID DOCUMENTS for _____ Solar Park**”, against “**RFP SECI/SOLAR/PV/SP/CON/14-15/001**” . Bidders shall not submit Price BID for **more than two Solar Parks**.
- (iv) A big size envelope containing the above envelopes which shall be super scribed “**RFP OF BIDDERS FOR Detailed Project Report &/or Empanelment for Solar Parks at various locations in the country “RFP SECI/SOLAR/PV/SP/CON/14-15/001”**”
- (v) All the above envelopes shall be duly sealed individually.
- (vi) All the documents with respect to BID/RFP should be numbered, bound in spiral binding form & should be addressed to the **General Manager (Solar), Solar Energy Corporation of India, D-3 A Wing 1st Floor, D-3, A Wing, Religare Building District Centre, Saket, New Delhi - 110017**.
- (vii) If the envelopes are not properly sealed and marked as instructed above, SECI assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- (viii) Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

Note:

Applicants/bidders participating for Empanelment only, need not submit “**BID Security**” & “**Price BID**”, remaining documents he shall submit as prescribed above.

2.6 Language

The Application and all documents forming part of the Application shall necessarily be in English language. In case certain documents are in any other language, the Applicant shall submit duly certified and authenticated English translations of the same. Supporting materials, which are not in English and for which the certified and authenticated translations have not been submitted shall not be considered for the purpose of evaluation with respect to this empanelment.

2.7 BID validity

BID shall remain valid for the period of 120 days from the date of opening of techno-commercial bids.

2.8 Acknowledgement by Applicant

It shall be deemed by submitting the Application, the Applicant has:

- i. Made a complete and careful examination of this document;
- ii. Received all relevant information requested from the Authority;

- iii. Accepted the risk of error, inadequacy or mistake in the information provided in this document by or on behalf of Authority;
- iv. Agreed to be bound by the undertakings provided by it and in terms hereof.

2.9 Right to accept/ reject any Application

2.9.1 Notwithstanding anything contained in this document, Authority reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Applications are rejected, Authority may, at its discretion, invite all eligible Applicants to submit fresh Applications.

2.9.2 SECI reserves the right to reject any Application if

- a. At any time a material misrepresentation is made or uncovered, or;
- b. The Applicant does not submit the supplementary information required by Authority within the time specified.

2.9.3 SECI reserves the right to verify all statements, information and documents submitted by the Applicant in response to this document. Any such verification or lack of such verification by it shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Corporation hereunder.

2.10 Amendment to this document

At any time prior to the date of submission of the Application for award and/or empanelment, Corporation may, for any reason whatsoever, whether on its own initiative or in response to any request for clarification modify this document through the issue of addenda.

2.11 Modifications/ substitutions/ withdrawal of Applications

2.11.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by Corporation prior to the last date of submission of response to RFP. No Application shall be modified, substituted or withdrawn by the applicant on or after this.

2.11.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked as per procedure mentioned above and delivered before opening of Techno-commercial BID, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.11.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Corporation, shall be disregarded.

2.12 Clarifications

To facilitate evaluation of Applications, Corporation may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Corporation for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing/email. Applicant must provide active email id of authorized signatory for any such correspondence.

Corporation may on a suo moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by Corporation shall form part of this document. All applicants can refer SECI's website www.seci.gov.in for any clarifications and amendments hereto. No separate reply/ intimation shall be given for the above, elsewhere.

If an Applicant does not provide clarifications sought within the prescribed time, his Application shall be liable to be rejected. In case the Application is not rejected Corporation may proceed to evaluate the Application by

construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Corporation.

2.13 Late BIDs

SECI shall not consider any BID that arrives after the deadline for submission of BIDs. The prospective Bidders may arrange to hand deliver the sealed envelope at above address before the closing date and time. The Bidders may also send proposal by registered post / Speed post so as to reach above address before bid closing date and time. SECI will not be responsible for non-delivery / late delivery of proposals sent by post.

2.14 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Award & Empanelled Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Corporation in relation to, or matters arising out of, or concerning the Empanelment Process. Corporation will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. Corporation may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Corporation or as may be required by law or in connection with any legal process.

2.15 Conditions for Forfeiture of BID Security

Bid Security shall be forfeited in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award along with required documents including Performance Bank Guarantee.

2.16 Ineligibility for Future Tenders

Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award / Purchase order, either does not accept the Letter of Award or does not submit an acceptable Performance Bank Guarantee and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.

2.17 Determination of Responsiveness

Prior to the detailed evaluation, SECI will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditions or reservations;

- 2.17.1** that effects in any substantial way the scope quality or performance of the contract or
- 2.17.2** that limits in any substantial way inconsistent with the bidding document the Corporation's right or the successful bidders obligation under the contract or
- 2.17.3** whose rectification would unfairly affect the competitive position of other substantially responsive BIDs.

2.18 Discrepancies in BID

In case of discrepancies in bids, the following will be adopted to correct the discrepancies for the purpose of evaluation.

- In case of discrepancy between the original & copies of bid, the original bid will be considered as correct.
- In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.

2.19 Obligations of the Bidder

The Bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to SECI and shall at all times support and safeguard SECI's legitimate interests.

3. General Terms of the RFP

3.1 Interpretation

Unless expressly stated otherwise, in the interpretation of this RFP,

- a) Clause headings do not affect the interpretation of this RFP;
- b) Explanatory notes are for clarification only and do not affect the interpretation of this RFP;
- c) The singular includes the plural and vice versa where the context requires;
- d) Words importing a gender include every gender;
- e) 'Person' includes natural persons and corporations, their successors and permitted assigns;
- f) Terms and words beginning with capital letters and defined in this RFP shall have the meaning ascribed thereto herein.
- g) The words "include" and "including" are to be construed without limitation, and references to Recitals, Clauses, Schedules and Appendices are references to recitals of clauses of schedules to and appendices to this RFP;
- h) The Recitals, Schedules and Appendices form part of the provisions of this RFP and references to this RFP shall, unless the context otherwise requires, include references to Recitals, Schedules and Appendices.

3.2 Force Majeure

If an extraordinary situation should arise which is outside the control of the parties which makes performance of the duties under this RFP impossible, and which under Indian law must be classified as force majeure, the other party shall be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only terminate the Agreement for breach with the consent of the affected party, or if the situation prevails or is expected to prevail for more than thirty (30) calendar days as of the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

3.3 Contract

SECI shall send to the successful Bidder the Letter of Award. The contract shall come into effect from the date of issue of Letter of Award (LOA). The contract price shall be as specified in LOA.

3.4 Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by SECI or the Bidder may be taken or executed by the officials authorized for the purpose.

3.5 Arbitration and Settlement of Disputes

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled by sole arbitration of the MD Solar Energy Corporation of India, New Delhi or his nominee whose decision shall be final and binding for both the parties. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be New Delhi, India.

3.6 Notices

Any notice, request, clarification or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, telex, telegram, or facsimile to such Party.

3.7 Tax Deduction at Source

Tax deduction at source (TDS) shall be governed as per prevailing rules of Government of India.

3.8 Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

3.9 What is deemed to constitute breach of terms of RFP

It will be breach of terms of RFP on the part of the Consultant if the deliverables do not conform to the scope of works &/or time limits unless otherwise agreed by the Corporation. Nevertheless, there is no breach of terms of RFP, if the situation is caused by circumstances related force majeure Clause 3.2.

If such breach is brought to the notice by Corporation, the Consultant shall commence and complete the effort of curing the breach of terms of RFP without undue delay, by way of repair, redelivery or supplementary delivery, at no additional cost to the Corporation.

3.10 Remedies for breach of terms of RFP

Suspension of performance: In the event of breach of terms of RFP, the Corporation may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure the Corporation's claim resulting from the breach of contract.

Termination for breach: If there is a material breach of terms of RFP; SECI may, after having given the Consultant a written notice and granting it a reasonable time limit for remedying the situation (i.e. not more than 30 days), terminate the Award for breach with immediate effect.

The Corporation may terminate all or part of the Agreement for breach with immediate effect if the deliverables are materially delayed. There is a material delay if delivery has not taken place by the time liquidated damages reach their maximum limit, or by the expiry of an extended time limit, if this expires later.

If the breach of contract is of such a nature that the SECI gets little or no benefit from the services rendered, Corporation may, in connection with termination for breach, demand the repayment of consideration received by the Consultant so far.

3.11 Liquidated Damage

Liquidated damages in the case of delay: If the agreed delivery date or other time limit in respect of which the parties have stipulated liquidated damages in RFP, is not complied with, and this is not caused by force majeure or circumstances related to the Corporation, such delay on the part of the Consultant shall trigger liquidated damages (LD), the LD shall accumulate automatically. The liquidated damages amount to 2 percent of the total cost of deliverables (the contract price), excluding Taxes, for each week of delay, albeit limited to a maximum of 10 % (ten percent) & 5 weeks.

If only parts of the agreed deliverables are delayed, the Consultant may request a reduction in the liquidated damages proportional to the ability of the Corporation to utilise the part of the deliverables that has been delivered.

Damages: SECI may claim damages in respect of any direct loss that can be reasonably attributed to delays, defects or other breaches of contract on the part of the Consultant, unless the Consultant demonstrates that the Consultant did not cause the breach of contract. Liquidated damages shall be deducted from any other damages in respect of the same delay.

Limitation of damages: No damages may be claimed in respect of indirect loss. Loss of data is classified as indirect loss, unless such loss is caused by data handling that is the responsibility of the Consultant under the Agreement.

Overall damages over the term of the RFP are limited to an amount corresponding to the price of deliverable, or an agreed estimate for the Assignment.

The said limitations shall not apply in the case of gross negligence or wilful misconduct on the part of the Consultant or anyone for whom it is responsible.

3.12 Extension of the time limit

Request for extension of time should be accompanied with suitable reasons, justifications and documentary evidence as required for approval of SECI. Approval of extension of time may be subject to imposition of LD. If, so decided by SECI.

4. Project Timelines and Empanelment Period

4.1 Project Timeframe

Consultant shall submit a Preliminary Report (PR) with brief details over Capacity of solar power projects that can be installed in the respective Solar Park, evacuation system requirement with their possible location & estimated cost, within 21 calendar days of issue of Letter of Award. SECI shall try to give their inputs/observations if any on PR within 5 working days & in next 5 working days consultant shall incorporate & submit the final PR, subsequent to which he will be required to give presentation to MNRE & designated State Nodal Agency on the same. The Draft DPR along with engineering design/ drawings of the Solar Park shall be submitted by the Consultant to SECI by 40th Calendar day from issue of LoA. After incorporating SECI's comments, the Consultant shall complete the final DPR, Engineering design/drawings along with Power Point Presentation on Solar Park (based on the DPR) and submit to SECI within 60 calendar days from the issue of Letter of Award (LoA). Consultant shall also be required to give presentation to MNRE & Concerned State's Nodal Agency located in respective state, on details of the DPR. Soft copies of the presentation shall be submitted to SECI along with DPR.

4.2 Empanelment Period

The empanelment shall be valid for a period of Twenty Four (24) months which may be further extended by 12 months at the sole discretion of the Authority (SECI) from the date of LoA.

4.2.1 SECI reserves the right to cancel the award & empanelment of any of the any/all applicants at any time during the award/empanelment period if they are found not to be complying with any of the clauses mentioned in this RFP document or if the deliverables is found to be not as per the scope of work defined by SECI. SECI shall not be obliged to give any explanations for the cancellation of the empanelment.

4.2.2 SECI reserves the right to re-empanel additional eligible consultant(s) within the empanelment period, if felt necessary.

4.3 Payment terms & schedule:

All the payment for the selected consultant shall be done after certification by SECI with respect to specific mile stone achieved by the consultant. Consultant should raise a tax invoice along with other supporting document in an acceptable form. After verification of claim & compliance documents to the satisfaction of SECI, SECI will endeavour to release the payment within 30 working days after deducting TDS or any other deductions as the case may be.

<u>Payment Schedule</u>		
Sl. No.	Milestone Achieved	Percentage payment of cost quoted against DPR Preparation
1	Submission & acceptance of Preliminary Report (PR) & making presentation to MNRE & designated State Nodal Agency of respective State on the PR.	20 %
2	Submission of complete draft report of DPR	40%
3	Submission & acceptance of final DPR after addressing SECI's observations (2 hard copies + 3 editable soft copies in Compact Disk)	40 %

Tax deduction at source (TDS) shall be governed as per prevailing rules of Government of India.

5. Eligibility Criteria, Evaluation & Award/Empanelment Process

An Indian or International Consultants with its operational offices in India and having experience as prescribed hereunder.

5.1 Eligibility Criteria

- 5.1.1** Consultant should be a Company registered in India and authorized to carry out consultancy / advisory services for Power Projects & Engineering Infrastructure works. International consulting companies registered overseas and having operational offices in India and authorised to carry out consultancy & advisory services for power projects & Engineering Infrastructure Projects in India will also be eligible.
- 5.1.2** The Applicant shall have a minimum Average Annual Turnover of ₹ 5 Crore (average of past three financial years i.e. 2011-12, 2012-13, 2013-14). In case the bidding Company operating for less than 3 years since incorporation, the average annual turnover shall be ₹ 5 Crores, calculated based on number of years of operation. Applicant is required to submit a certificate from Statutory Auditor or practising Chartered Accountant (**in original**), as proof of Turnover. Applicants are required to submit annual accounts statements for the years considered as above.
- 5.1.3** Further, the bidding Company should have a positive net worth in the last financial year i.e. 2013-14. The Applicant is required to submit a certificate from Statutory Auditors or practising Chartered Accountant (**in original**), as proof of positive Net-worth.
- 5.1.4** A consortium of two parties (through Joint bidding Agreement as per Annexure D), with one being declared the lead member can come together for meeting the eligibility requirements prescribed in Evaluation Matrix. However financial eligibility (i.e. Average Turnover + Positive Net-worth requirement) must be met by the lead member of the consortium alone.
- 5.1.5** The Applicant shall have valid Service Tax registration certificate. No Applicant shall submit more than one Application for empanelment in response to this RFP document.
- 5.1.6** The Applicant shall also meet the minimum stipulated technical eligibility criteria specified hereunder.
- i) Should have prepared at least 2 (two) number of Detailed Project Report for Solar Power Plant of capacity ≥ 5 MW.
 - ii) Should have executed Engineering Design for Industrial/Solar Parks (of at least 1000 Acres or SEZ / Township (500 Acres) for atleast 1(one) number of projects.
 - iii) Detailed design/ design consultancy for substations evacuating power through ≥ 100 MVA Transformer or Detailed design/ design consultancy for power transmission at ≥ 132 kV for atleast 1(one) number of projects.

Note: Applicant need to score a total of minimum qualifying marks against individual “Nature of Assignment” as specified above along with a cumulative marks for eligibility as specified in Evaluation Matrix, for becoming eligible to be considered for further stages of evaluation.

5.2 Evaluation Matrix

Eligibility Matrix with respect to relevant experience of the consultant			
Sl. No.	Nature of assignment	Relevant Experience	
1	Preparation of DPR for Solar power plant	Number of DPRs prepared for projects size ≥ 5 MW	Marks per Projects
		2-4	10
			Marks
		≥ 5	50
2	Engineering Assignments	Engineering design for Industrial, solar Parks (1000 Acres) / SEZs, township, (500 Acres)	Marks per Projects
		1-4	20
			Marks
		≥ 5	100
3	Power System Design	Detailed designing / design consultancy of substation for evacuating power through ≥ 100 MVA transformer or Detailed designing / design consultancy for Power transmissions at ≥ 132 kV lines	Marks/ Projects
		1-4	20
			Marks
		≥ 5	100
4	Consultant needs to give a crisp presentation on his understanding of the project, relevant experience of the Bidding Company & methodology proposed by him in order to execute the project (duration: 15 minutes)		50
Maximum cumulative Marks			300
Minimum Qualification mark			150

5.3 Evaluation Process

Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.11 shall not be opened.

SECI shall evaluate the Applications against the eligibility criteria specified in Clause 5.1 & 5.2 of this RFP document.

Applicants are advised that Award &/or empanelment of Applicants will be entirely at the discretion of SECI.

Any information contained in the Application shall not in any way be construed as binding on the Corporation, its agents, successors or assigns, but shall be binding against the Applicant if it is subsequently empanelled on the basis of such information.

SECI reserves the right not to proceed with the Award &/or Empanelment Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons

If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, Corporation may, in its sole discretion, may consider the BID as Non-responsive.

5.4 Award & Empanelment:

SECI will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Financial BID, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

5.4.1 Brief description of the Award & Empanelment Process

SECI shall carry out evaluation of bids based on the eligibility Criteria and the evaluation Matrix given in the RFP document. The list of bidders who qualify for the award of work &/or empanelment for similar works on pan-India basis in future shall be notified.

SECI shall evaluate the response on the basis of Eligibility Criteria mentioned in the RFP & price BIDs of qualified bidders only shall be considered. Bidder with lowest evaluated financial bid will be considered for award of work.

The empanelled bidders shall have to submit their response to RFP within a time period of 21 days for Solar Parks in other states from the date of issue of RFP for such Solar Parks. Thereafter, the financial bid evaluation shall be carried out and the Letter of Award (LoA) issued.

Covering Letter

(To be submitted by the party on the Company's Letter Head)

**General Manager
SOLAR ENERGY CORPORATION OF INDIA (SECI)
1st Floor, D-3, A-Wing, Religare Building
District Centre, Saket, New Delhi - 110017**

(Agency to Provide Date and reference)

Dear Sir,

**Sub: REQUEST FOR PROPOSAL (RFP) OF CONSULTANT FOR AWARD &/or EMPANELMENT
FOR THE WORK OF DPR PREPARATION, FOR SOLAR PARK**

We, the undersigned, express our interest for the subject RFP and declare the following:

- (a) We are duly authorized to represent and act on behalf of _____ (name of the Bidding Company).
- (b) We have examined and have no reservations to the RFP document including Amendment No(s) & Clarification No(s) _____ (if any).
- (c) With reference to your invitation for RFP dated __/__/__, we are furnishing herewith all the required details as per the prescribed formats.
- (d) SECI and /or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarifications from our bankers and clients. This letter of Application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by SECI.
- (e) SECI and /or its authorized representatives may contact the following nodal persons for further information on any aspects of the application:

Contact Person			
Name and designation	Address for Communication	Telephone No	Email ID

- (f) This application is made in the full understanding that:
 - 1. Through this RFP, SECI intends to Award &/or Empanel the interested Consultancy firms for the work of DPR Preparation, who have experience in executing the contracts of similar nature.
 - 2. RFP process will be subject to verification of all information submitted at the discretion of SECI.
 - 3. SECI reserves the right to reject or accept any or all applications, cancel the RFP process without any obligation to inform the Agency about the grounds of same.
- (g) The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct best of my knowledge & belief.
- (h) Have not put any condition with respect to terms of the RFP and have not sought any deviation.

Name :

In the Capacity of :

Signed

Duly authorized to sign the application for and on behalf of:

Date:

Company Seal: _____

Company Profile and Organization Structure

Name of the Company:

Registered Address:

Contact Person & Designation:

Postal address for communication:

Telephone No.:

Fax No.:

Mobile No.:

E-mail address:

Documents regarding Organization Structure (Organization Chart) and Ownership including Certificate of Incorporation and Memorandum of Association are enclosed.

Signature: _____

Name: _____

Designation: _____

Company Seal: _____

Details of document with respect to eligibility criteria**1. Details of Financial Capability**

S. No.	Financial Year	Turnover (in Rs. Crore)
1.	2011-2012	
2.	2012-2013	
3.	2013-2014	

2. Net Worth Details

Net Worth shall be calculated along the following lines:

Net Worth = 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:

1. Paid-up equity share capital and
 2. Fully, compulsorily and mandatorily convertible Preference Shares and
 3. Fully, compulsorily and mandatorily convertible Debentures.
- b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalent

We have enclosed Audited Annual Reports/Balance Sheets and Profit & Loss account duly certified by Chartered Accountant.

3. Details of Projects Undertaken in reference to Qualifying Requirement:

Signature: _____

Sl. No.	Project Location, Capacity/Size, Name of Client PO/WO/Ref. Number	Date of Award	Date of Commissioning /completion	Scope of Work	Page No.	Remarks
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
--						
--						
--						

Name: _____

Designation: _____

Company Seal: _____

Joint Bidding Agreement Format for “Award &/or Empanelment of Consultant for Preparation of Detailed Project Report for Solar Parks”

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this day of 20...

AMONGST

{....., lead member of consortium} and having its registered office at
(Hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{....., technical member of consortium} and having its registered office at
(Hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Solar Energy Corporation of India (hereinafter referred to as the “**Corporation**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP:SECI/SOLAR/PV/SP/CON/14-15/001 dated 19.09.2014 for award of the work of preparation of Detailed Project Reports for Solar Parks (hereinafter called **Project**) in Madhya Pradesh, Telangana, & Andhra Pradesh &/or empanelment for the same in various parts of the country.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP:SECI/SOLAR/PV/SP/CON/14-15/001

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process & after it once selected as successful bidder.
- (b) Party of the Second Part shall be {The Technical Member for the Consortium}
- (c) Provide the actual details / role / expertise of the member of the consortium

3. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP.

4. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the board resolution/ power of attorney in favour of the person to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained; nor
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
- (c) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial/technical condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of validity period of Award &/or Empanelment and further in accordance with the Letter of Award subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

6. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Corporation.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In Presence of:

Witness 1

Witness 1

Witness 2

Witness 2

Note:

1. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
2. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

POWER OF ATTORNEY

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

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of(designation) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for award and / or empanelment in response to the RFP (RFP No.: SECI/SOLAR/PV/SP/CON/14-15/001 dated 19th September 2014 issued by Solar Energy Corporation of India (SECI), New Delhi including signing and submission of the BID and all other documents related to the BID, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with BID till the completion of the bidding process as per the terms of the above mentioned RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Format for Performance Bank Guarantee

(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.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as “selected consultant”) submitting the response to RFP inter alia for selection of the consultant for the Solar Park at[Insert name of the state], in response to the RFPdated..... issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RFP of[insert the name of the selected consultant] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the consultant and issuing Letter of Award No ----- (Insert LoA No.) to (Insert Name of selected consultant) as per terms of RFP and the same having been accepted by the selected consultant. As per the terms of the RFP, 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 consultant]

This guarantee shall be valid and binding on this Bank up to and including..... (Insert the validity date) 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).

i) Nos ----- dated ----, Value -----;

Our Guarantee shall remain in force until..... (date as specified under clause 2.1.3). SECI shall be entitled to invoke this Guarantee till (30 days from the date specified above).

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 Consultant] 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 consultant, to make any claim against or any demand on the selected consultant or to give any notice to the selected consultant or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected consultant .

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] ____

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 enclosed.

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Consultant shall also add any information not mentioned hereinabove but seems relevant with respect to development of solar park

Price BID for Solar Park at (Name of Location)

Location for the Solar Park	Quoted Price (Lump sum basis in INR in words)	Quoted Price (Lump sum basis in INR in Figures, rounded off to next Rupee)

Note:

- 1. Price quoted should be inclusive of all taxes & duties (if any) except Service Tax.*
- 2. In case of any discrepancy in quoted price between words & figure, the price quoted in words shall only be considered for evaluation.*
- 3. Price BID submitted for more than two Solar Park shall render the complete BID Non-responsive.*
- 4. Price BID for each solar Park shall be submitted in separate envelopes superscripting Price BID (Location of Solar Park).*

Stamp & Signature of authorized signatory_____

Name_____

Company Seal: _____

List of banks who's BG & Demand Draft is acceptable for Performance Bank Guarantee & BID Security respectively

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. ABN Amro Bank N.V.
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	4. SCHEDULED PRIVATE BANKS
8. Dena Bank	1. Federal Bank Ltd.
9. Indian Bank	2. ING Vysya Bank Ltd.
10. Indian Overseas Bank	3. Axis Bank Ltd.
11. Oriental Bank of Commerce	4. ICICI Bank Ltd.
12. Punjab National Bank	5. HDFC Bank Ltd.
13. Punjab & Sind Bank	6. Yes Bank Ltd.
14. Syndicate Bank	
15. Union Bank of India	
16. United Bank of India	
17. UCO Bank	
18. Vijaya Bank	
19. Bank of Baroda	