



**Solar Energy Corporation of India
(A Government of India Enterprise)**

**REQUEST FOR SELECTION (RfS) DOCUMENT
FOR
SETTING UP OF 5 MW GRID CONNECTED SOLAR
PV PROJECT
(Under DCR Category)
AT
SARKARITALA (JAISALMER), RAJASTHAN**

RfS No. SECI/SOLAR/SPV/BSF/RfS/102014

Dated: 18th October, 2014

ISSUED BY

**Solar Energy Corporation of India
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FOR SETTING UP OF 5 MW GRID CONNECTED SOLAR PV PROJECT
(UNDER DCR CATEGORY) AT SARKARITALA (JAISALMER), RAJASTHAN**

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DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **fifteen (15) days from the date of notification of RfS/ Issue of the RfS document**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India (SECI) reserves the right to modify, amend or supplement this RfS document including Power Purchase Agreement (PPA) and Viability Gap Fund (VGF) Securitization Agreement (VGFSa).
3. While this RfS has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 18.10.2014

Bid Information at a glance

Document Description	RfS document for Selection of “5 MW Grid Connected Solar PV Projects under DCR Category ” at Sarkaritala (Jaisalmer), Rajasthan
RfS No.& Date	SECI/SOLAR/SPV/BSF/RfS/102014 Dtd: 18/10/2014
Broad Scope	Setting up of Solar PV Project including Power evacuation network up to the designated STU GIS, in India and sell the Solar Power to SECI.
Pre-bid Conference / Clarification Meeting	07/11/2014 at 11.00 Hrs at SECI's Office
Last date & Time of Submission of Response to RfS	21/11/2014 (13.00 Hrs)
Bid Opening (Techno-Commercial)	21/11/2014 (14.00 Hrs)
Cost of RfS Document (non-refundable)	Rs. 15750/- including VAT (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of “Solar Energy Corporation of India”, payable at New Delhi)
Processing Fee (non-refundable)	Rs. 2.25 Lakh (inclusive of service tax) to be submitted in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India”, payable at New Delhi.
EMD	Rs. 50 Lakh is to be submitted in the form of Bank Guarantee along with the Response to RfS.
Name, Designation, Address and other details (For Submission of Response to RfS)	GM (Solar) Solar Energy Corporation of India 1st Floor, D-3, A-Wing, District Centre, Saket, New Delhi-110017 Tel No. 011-71989200, Fax: 011-71989241 Email – contracts@seci.gov.in

<p>Details of persons to be contacted in case of any assistance required</p>	<ol style="list-style-type: none"> 1) Mr. Remesh Kumar.K GM (CP&M), Ph: 011-71989224 Email: kumarramesh@seci.gov.in 2) Dr. Y B K Reddy Sr. Manager (PV) Ph: 011-71989230 Email: ybkreddy@seci.gov.in 3) Mr. Abhinav Kumar Sr. Engineer Ph: 011-71989225, 09911645489 Email: abhinavkumar@seci.gov.in 4) Mr. Pratik Prasun Sr. Engineer Ph: 011-71989236, 09891768303 Email: pratikpr@seci.gov.in
<p><u>Important Note:</u> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.seci.gov.in. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.</p>	

Section 1

INTRODUCTION, BACKGROUND & SCHEME DETAILS

1. Introduction, Background & Scheme Details

1.1. INTRODUCTION

- 1.1.1. Solar Energy Corporation of India (hereinafter called “SECI”) is a Government of India Enterprise registered under Section-25 of the Companies Act, 1956, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.1.2. SECI has been designated as implementing agency by MNRE for implementation of **“Solar PV Projects for the Solarization of Indo-Pak Borders in Rajasthan”**.
- 1.1.3. SECI wishes to invite proposals for setting up of grid connected Solar PV Project of 5 MW capacity at Sarkaritala (Jaisalmer)¹, Rajasthan in India on “Build Own Operate” basis. Project selected based on this RfS shall be given “Viability Gap Funding” (VGF) in line with terms and conditions of this RfS. The Bidder selected by SECI based on this RfS shall have to sign a VGF Securitization Agreement (**VGFS**) with SECI and shall enter into Power Purchase Agreement (**PPA**) for purchase of solar power for a period of 25 years as per the terms, conditions and provisions of the RfS.
- 1.1.4. The Project should fulfil the conditions of “Domestic Content Requirement” as specified in Section-3, Clause-3.7E of this RfS document.

1.2. BACKGROUND

- 1.2.1. India has a long border line sharing with various neighboring countries. As a part of the strategy to secure the borders and also to create infrastructure in the border areas of the country, several initiatives have been undertaken by the Government of India. (GOI). These include expeditious construction of fencing, floodlighting, roads & Border Out Posts (BOPs) etc. along the International Borders of the country.
- 1.2.2. MNRE has brought out a scheme for solarization of defense establishments including border area. The primary objective of the scheme is to supplement the grid Power with solar Power so as to improve the quality and reliability of power supply to BOPs. To begin with, it is proposed to develop pilot projects in the state of Rajasthan followed by Gujarat, in the vicinity of BOP. The projects will be established close to the STU/ Discom substation to the BOP to supply the

¹ Project location may change.

solar power to the border out posts. SECI has been working with State STU/ Discom and BSF to finalize a suitable mechanism for consumption of Solar Power in the system. SECI will buy the solar power generated from the SPD in turn will sell the same to BSF and or Discom.

1.3. DETAILS OF VIABILITY GAP FUNDING:

- 1.3.1. Solar Power Developer selected by SECI based on this RfS (hereafter referred to as SPD), shall set up a Solar PV Power Project of 5 MW capacity including setting up of the evacuation network up to the nearest Grid Sub-Station (GSS) of the DISCOM, on Built Own Operate (BOO) basis, at its own cost, at Sarkaritala (District Jaisalmer), Rajasthan. The SPD shall be given a VGF by SECI in accordance to the provisions of this RfS document, standard PPA and VGFS. **(Note: Both standard PPA and VGF Securitization Agreement shall be uploaded shortly on the website www.seci.gov.in.)**
- 1.3.2. SECI shall enter into PPA with the SPD for a period of 25 years from the date of commissioning of the Project. The tariff to be paid to the successful SPD by SECI is fixed at Rs.5.45 per kWh. In case the benefit of accelerated depreciation is availed by the SPD for the project, the tariff payable by SECI to SPD shall be Rs.4.75 per kWh. The tariffs will remain fixed for the entire period of PPA.
- 1.3.3. The upper limit for eligibility of VGF by the SPD will be 30% of the project cost or Rs.2.5 Cr./ MW, whichever is lower. The Bidder shall be required to indicate his preliminary estimate of project cost as per format in **Annexure-A**. The project cost shall be as per the Bidder's own estimation and declaration at the time of bidding. The bidding will be carried out by SECI on the basis of VGF requirement to be quoted by the Bidders for setting up of the Project. The project will be awarded to the Bidder who has quoted the lowest VGF. The selected Bidder (SPD) shall be allowed to revise his Project cost if so desired by him by his own declaration at the time of financial closure and will be considered for provision of VGF as per the above specified limit. However, after completion of the Project, the selected SPD shall furnish the final audited completed Project Cost to SECI, duly certified by a Chartered Accountant, not later than 2 years from the date of commissioning. The Actual disbursement of VGF to the selected SPD will be based on the VGF/MW indicated in its bid or 30% of the "Completed Project cost", whichever is lower. The eligibility of the VGF of the SPD shall not exceed the amount of VGF sought by the Bidder in his bid submitted in response to this RfS, for whatsoever reasons. In case of any difference between VGF sanctioned by SECI based on the bid submitted by the successful Bidder and 30% of the final completed Project cost, necessary adjustments in the release of VGF shall be made by SECI in the subsequent instalments of VGF

disbursement. SECI will disburse the VGF to the SPD in stages as specified in clause 1.3.6 of this RfS.

1.3.4. The successful SPD shall have to put his own equity of at least Rs.1.5 Cr / MW. The remaining amount can be raised as loan from any source by the SPD.

1.3.5. The VGF when paid by SECI may be used to return part of the loan or SPD contribution (in excess of Rs.1.5 Cr./MW) or a combination thereof as the case may be. SECI will issue a letter confirming sanction/grant of VGF so that the SPD is able to achieve financial closure for full amount if required at the time of signing of PPA.

1.3.6. The VGF will be released by SECI to the selected SPD in six tranches as follows:

- i) 50% on successful commissioning of the full capacity of the Project (COD). A Project shall be declared as “commissioned” after issuance of final commissioning certificate for the Project by SECI as per the provisions described in Clause 3.14 of this RfS.
- ii) Balance 50% shall be paid progressively over the next 5 years subject to the plant meeting the minimum requirement of annual generation (CUF within range specified in Clause 3.8.(i) of this RfS) as detailed under:
 - a) At the end of 1st year from COD – 10%;
 - b) At the end of 2nd year from COD – 10%;
 - c) At the end of 3rd year from COD – 10%;
 - d) At the end of 4th year from COD – 10%;
 - e) At the end of 5th year from COD – 10%;
- iii) If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, SECI will have a right to get refund of VGF on pro-rata basis and if not paid by the SPD, then a claim on assets equal to the value of VGF released, *on pro-rata basis as specified hereunder*.

Year of default (From COD)	SECI's right to refund of VGF/ Claim on assets (% of VGF paid)
Up to end of 5 yrs.	: 100%
5-6 year	: 90%
6-7 year	: 80%
7-8 year	: 70%
8-9 year	: 60%
9-10 year	: 50%
10-11 year	: 40%
11-12 year	: 30%

12-13 year	: 25%
13-14 year	: 23%
14-15 year	: 21%
15-16 year	: 19%
16-17 year	: 17%
17-18 year	: 15%
18-19 year	: 13%
19-20 year	: 11%
20-21 year	: 9%
21-22 year	: 7%
22-23 year	: 5%
23-24 year	: 3%
24-25 year	: 1%

- iv) If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year as per provision under Clause 3.15 of this RfS), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.
- v) In case the lending institution exercises its right to step-in or take-over the project, SECI will also have the right to step-in along with the lending institutions to reclaim VGF in accordance with Clause 1.3.6.(iii) or hand over the project to another party for operation.
- vi) SECI shall enter into VGFSa with successful SPD for a period of 25 years from the date of commissioning.

1.4 SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS SCHEME

- 1.4.1 The Project envisages deployment of Solar PV Technology. However, the selection of project would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film or CPV, with or without trackers can be installed. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve the timely commissioning of the Project.

Section 2

DEFINITIONS

Section 2

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

Definitions

“Affiliate” shall mean a Company that, directly or indirectly,

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

“Bidder” shall mean the Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;

“Bidding Company” shall refer to such single Company that has submitted the response in accordance with the provisions of this RfS;

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

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

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

“Commercial Operation Date (COD)” shall mean the actual commissioning date of 5 MW Solar PV Power Project where upon the SPD starts injecting power from the Power Project to the Delivery Point;

“Contracted capacity” shall mean the capacity in MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project;

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

- (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
- (ii) provided further that the last Contract Year of this Agreement shall end on the RfS document for Setting up of 5 MW Grid Connected Solar PV Project under DCR Category at Sarkaritala (Jaisalmer), Rajasthan (Page 11 of 69)

last day of the Term of this Agreement;

“Controlling shareholding” shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsorily and mandatorily convertible Preference shares/ Debentures) in the Company;

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

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

“Group Company” of a Company means (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise. However, above mentioned provisions are not applicable in case of Public Sector Undertakings/Enterprises;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company developing the Project;

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

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

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

“Parent” shall mean a Company, which holds at least more than 51% equity either directly or indirectly in the Project Company developing the Project;

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

“Power Project” or “Project” shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Metering Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line upto the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI;

“Project Company” shall mean the Company incorporated by the Bidder as per Indian Laws for the implementation of Project selected based on this RfS;

“RfS document” shall mean the bidding document issued by SECI including all attachments vide RfS no. SECI/SOLAR/SPV/BSF/RfS/102014 dated 18.10.2014;

“SECI” shall mean Solar Energy Corporation of India, a Company incorporated under section 25 of the Companies Act 1956;

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

“Selected Bidder or Successful Bidder or Solar Power Developer” (SPD) shall mean the eligible Bidder who has been selected based on this RfS issued by SECI for execution of SPV Project under based on this Rfs and supply electrical output as per the terms of PPA;

“Technology Partner” shall mean an entity from which the Bidder proposes to take technology support;

“Trading Margin” shall mean the margin on sale of solar power to State Utilities/Discoms/other Bulk Consumers as fixed by MNRE under this scheme, subject to CERC applicable Regulations in this regard;

“Ultimate Parent” shall mean a Company, which owns at least more than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

“Viability Gap Funding (VGF)” shall mean the fund which will be disbursed by SECI to the successful Bidder as per terms and conditions of this RfS document and model VGF securitization agreement.

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Obtaining RfS Document, Cost of documents & Processing Fees

- a) The RfS document can be downloaded from the website of SECI, www.seci.gov.in from 18th October, 2014. Cost of the RfS document is Rs.15750/-. Bidders shall have to submit the cost of RfS document along with the bids in the form of DD/Pay order payable in favour of “**Solar Energy Corporation of India**”, payable at New Delhi.
- b) Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee of Rs. 2.25 Lakh, in the form of DD / Pay Order payable in favour of “**Solar Energy Corporation of India**”, payable at New Delhi. A bidding Company will be eligible to participate in the bidding process only on submission of Bid processing fee and cost of RfS documents.
- c) The bids submitted without cost of the RfS document and/or Processing Fee shall not be considered for the bidding and such bids shall not be opened by SECI.

3.2 Bid Submission date and Bid Opening date

The bidding methodology adopted for this Project shall be Single stage Two envelop system i.e. The Bidders shall submit their Project proposal (Both Techno-Commercial and Financial Bid same time in separate sealed envelopes) in line with this RfS document. The last date for submission of bids is 21st November, 2014 at 13.00 Hr. No bids shall be accepted after the date and time mentioned above. Techno-Commercial bids shall be opened on the same day i.e. 21st November, 2014 at 14.00 Hrs. Date of opening of financial bids shall be notified on SECI's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

3.3 Project Scope and Technology selection

The SPD shall set up a Solar PV Power Project of 5 MW capacity including setting up of the evacuation network up to the nearest Grid Sub-Station of the DISCOM, on Built Own Operate (BOO) basis, at its own cost, at Sarkaritala (District Jaisalmer), Rajasthan. The scope of SPD also includes setting up of power evacuation system including step up transformer, overhead lines etc. and connecting to Grid Sub-station at 33 kV level. The SPD shall also provide metering arrangement at 33 KV Voltage level. Further, the solar cells and modules to be used in the solar plant shall be made in India as detailed in Clause 3.7 E.

The land for the Project shall be made available by SECI for setting up of the Project. The cost of the land shall be reimbursed by the SPD to SECI. All permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPD. However, SECI will

facilitate for getting the Connectivity Letter from STU/DISCOM to the SPD. The Project to be selected under this scheme provides for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and Crystalline silicon or Thin film or CPV, with or without Trackers can be installed.

3.4 [NOT USED]

3.5 Capacity of the Project

Solar power Project shall be of 5MW AC capacity at delivery point i.e. at the interconnection point of Grid sub-station designated by SECI. The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure enclosed in Annexure-B.

3.6 Selection of successful Bidder

After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the cost of RfS document, processing fee and EMD shall be evaluated by SECI on the basis of qualifying Criteria stipulated in clause 3.7. The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of Projects is elaborated in Clause 4.1B. The selected bidder shall pay to SECI within 15 days of issue of LOI, a Project Management fee of 1% of the Project Cost quoted (to be adjusted to the Completed Project Cost).

3.7 Qualifying Criteria

Short-listing of Bidders will be based on meeting the General, Financial and Technical Qualifying Requirements specified below:

A. General eligibility

- i. Companies incorporated in India under the Companies Act 1956 or Companies act, 2013 as applicable.
- ii. A Company which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company incorporated by the successful Bidder as a fully owned subsidiary Company for setting up of the Project which has to be registered under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable before signing of PPA keeping the original shareholding of the Bidding Company unchanged.
- iii. Limited Liability Companies (LLC) and Limited Liability Partnership (LLPs) are not eligible for participation.

B. Financial Eligibility Criteria

Net Worth

- i. The Net Worth of the Bidding Company should be equal to or greater than **Rs. 7.5 Crore.**

ii. **[NOT USED].**

iii. **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.

4. Share premium will form an integral part of Net Worth provided it is realized in cash or cash Equivalents

- iv. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.
- v. A Company would be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four Years, then starting from the year of existence of the incorporation) viz. **2010-11, 2011-12, 2012-13 and 2013-14** indicating the year which should be considered for evaluation along with a net worth certificate from a Chartered Accountant to demonstrate fulfillment of the criteria.
- vi. However, for new as well as existing Companies, the Net Worth criteria can also be met as on the day not more than seven days prior to the last date of submission of response to RfS by the bidding Company. To demonstrate fulfillment of this criteria, the Company shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to last date of submission of response to RfS along with a certified copy of the Balance Sheet, Profit & Loss Account, Schedules and cash flow statement supported with the bank statement.

vii. Not Used

viii. Not used

- ix. For avoidance of any doubts, it is clarified that fully, compulsory and mandatory convertible Preference shares/ Debentures convertible **at any date**, or equity in the name of Promoter **shall necessarily remain not less than 51% from the date of bid submission up to completion of 1 year after COD**. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder in the Project Company at least up to one year after the COD of the Project. Further, such change in shareholding would be subjected to continued fulfilment of the financial and technical criteria, by the Project Company.
- x. The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the qualification requirements.
- xi. Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to demonstrate the required Net Worth, the Bidder selected based on this RfS shall have to infuse required share capital of Rs. 7.5 Cr. in the Project Company at the time of signing of PPA. To demonstrate this, necessary bank statements shall be furnished by the successful SPDs. A copy of Return filed by the Bidder and duly acknowledged by ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of response to RfS and also before signing of PPA.

C) Technical Eligibility Criteria

- i) For these Projects, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 6.11. However, the successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the Technology Partner, proposed at the time of submission of response to RfS can be changed at the time of Financial Closure. However, the Bidder shall provide sufficient proof and credentials that the technology proposed by him has been in successful operation in at least one Project anywhere in the world at the time of Financial Closure.
- ii) The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 3.13 under the sub title “Financial Closure”. The undertaking shall be submitted as per enclosed Format 6.10.
- iii) Detailed technical parameters for Solar PV Projects to be met by SPD are at Annexure – B. **The Bidders shall strictly comply with the technical**

Annexure-B. The SPD shall strictly comply with the technical parameters detailed in the Annexure-B to make the Project technically eligible.

- iv) The Projects shall also comply with the criteria for power generation detailed in Clause 3.8.

D) Connectivity with the Grid

- i) The plant should be designed for interconnection with the 33 kV /11kV sub-station of the DISCOM at Sarkaritala, District Jaisalmer, Rajasthan, at the voltage level of 33 kV.
- ii) The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.
- iii) The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by STU or Discom or any other transmission agency. The entire cost of transmission including cost of construction of line, wheeling charges if any and losses etc. from the Project upto the Delivery Point will be borne by the SPD and will not be met or reimbursed by SECI.

E) Domestic Content Requirement

The solar cells and modules used in the Solar Power Project shall have to meet the Domestic Content Requirement. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from P-type (or N-type) wafers till final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in India. The requisite P-type (or N-type) wafers and other raw material can be imported. In case of Thin-film technologies, the entire Modules assembly comprising Thin-film Solar Cells shall be manufactured in India. The starting substrate (without any semiconductor junction) and other requisite raw materials can be imported.

3.8 Power Generation by Solar Power Developer

(i) Criteria for generation

The SPD will declare the annual CUF of his Project at the time of commissioning and will be allowed to revise the same within 1 year of commissioning. The declared annual CUF shall in no case be less than 17% over a year. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. However,

for the purpose of release of VGF, CUF will be calculated every year from the date of commissioning up to completion of 1 year from the date of commissioning and should not go beyond the lower limit of the declared CUF. The upper limit will not be applicable for the purpose of payment of VGF.

(ii) Shortfall in generation

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the SPD, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation provided in the PSA as payable to Buying Utility(ies) and shall duly pay such compensation to SECI to enable SECI to remit the amount to Buying Utility(ies). This compensation shall be applied to the amount of shortfall in generation during the Contract Year. However, the amount of shortfall in generation shall be adjusted as per methodology adopted by SECI, on account of non-availability of grid for power evacuation which is beyond the control of the SPD and / or occurrence of abnormally low Global Horizontal Irradiance (GHI) year (i.e. if the actual global solar irradiance in the year under consideration is less than 50% of average values of two (2) years of annual GHI as available from the nearest IMD/SRRA station). However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of solar power by SPD.

(iii) Excess generation

Any excess generation over and above 10% of declared annual CUF will be purchased by SECI at a fixed tariff of Rs. 3 / kWh, provided SECI is able to get any buyer for sale of such excess generation.

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

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

3.9 Clearances required from the State Government and other local bodies

The Solar Power Developer is required to obtain necessary clearances and permits as required for setting up the Solar PV Power Projects. However, SECI will facilitate for getting the Connectivity Letter from STU/DISCOM to the SPD.

3.10 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

- i) **Earnest Money Deposit (EMD)** of Rs.50 Lakh in the form of Bank Guarantee according to Format 6.3A and valid for 04 months (120 days) from the Techno commercial bid opening date, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.
- ii) **Performance Bank Guarantee (PBG):** Bidder selected by SECI based on this RfS shall submit Performance Guarantee for a value of Rs. 1.5 Crore before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B for a value of Rs. 1.5 Crore with a validity period of 12 months from the date of signing of PPA. **The Performance Bank Guarantee shall be submitted in the ratio of 20% & 80%.** For e.g. in case the total PBG required for the project is Rs. 1.5 Crores, then the SPD shall submit 2 Bank Guarantees, the first one being for Rs. 30 Lakhs and the other one being for Rs. 1.2 Crores. On submission of Performance Bank Guarantee, the BG submitted towards EMD shall be returned by SECI to the successful Bidder.
- iii) Not Used
- iv) The Bidder shall furnish the Bank Guarantees from any of the Banks listed at Annexure-D to SECI.
- v) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (Performance BG to be submitted by the selected Bidder) shall be strictly adhered to and any deviation from the above Formats may result in rejection of the EMD/PBG and consequently, the bid.
- vi) The SPD selected based on this RfS are required to sign PPA with SECI within 1 month after the issue of LOI. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by SECI.
- vii) The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company.
- viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the

prescribed format and in line with the requirements, checklist at Annexure-C has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

- x) After the bidding process is over, SECI shall release the Bank Guarantees of the unsuccessful Bidders within 15 days after the issue of Letter of Intent (LOIs) to the successful Bidders. The PBG of SPD shall be returned to the SPD within 15 days after successful commissioning of their project, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.14.

3.11 Power Purchase Agreement

- i) SECI shall enter into Power purchase agreement (PPA) with the Bidder selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between SECI and the selected SPD shall be uploaded shortly on the website www.seci.gov.in. The PPA shall be signed within 30 days of the date of issue of Letter of Intent (LoI). The PPA shall be valid for a period of 25 years from the date of commissioning of the Project.
- ii) Before signing of PPA with the shortlisted Bidder, SECI will verify the documents furnished by the Bidder at the time of submission of response to RfS including meeting the Net worth criteria and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. The Bidder will be required to furnish the documentary evidence for meeting the RfS eligibility conditions. SECI at this stage may also ask the Bidder to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidder are false / misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.

3.12 VGF Securitization Agreement

SECI shall enter into VGF Securitization Agreement with the Bidder selected based on this RfS and the same shall be shortly uploaded on the website www.seci.gov.in.

3.13 Financial Closure or Project Financing Arrangements

The Project shall achieve Financial Closure within 150 days from the date of signing Power Purchase Agreement (PPA). No extension shall be granted for achieving this milestone. At this stage, the SPD shall report tie-up of Financing Arrangements for the Project. In this regard the SPD shall submit a certificate from all financing

agencies regarding the tie-up of funds and furnish documentary evidence for infusion of actual equity requirement, subject to a minimum of Rs. 7.50 Cr (Including 1.5 Cr/ MW infused at the time of signing of PPA). Further, the SPD would furnish within the aforesaid period, the necessary documents to establish that the requisite technical criteria have been fulfilled. The SPD would also specify their plan for meeting the requirement of domestic content. Further, the SPD shall furnish documentary evidence towards the following:

- i) The requisite technical criteria have been fulfilled and orders placed/agreements entered into, for supply of plants and equipment for the project.
- ii) In case of delay in achieving above condition as may be applicable, SECI shall encash the Performance Bank Guarantees.

3.14 Commissioning

The Commissioning of the Project shall be carried out by the SPD selected based on this RfS, in line with the Procedure elaborated in **Annexure-B** and Commissioning certificate shall be issued by SECI after successful commissioning.

i) Commissioning Schedule and Liquidated Damage for Delay in Commissioning

The Project shall be commissioned within 9 months of the date of signing of PPA. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

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

- a. Delay upto one month – 20% of the PBG amount shall be encashed for the delay upto one month,
- b. Delay of more than one month and up to three months – SECI will encash remaining Performance BG for delay upto three months..
- c. In case the commissioning of the Project is delayed by more than 3 months, the pre-fixed levelized tariff of Rs.5.45 per kWh (Rs. 4.75 per kWh in case benefit of accelerated depreciation is availed) shall be reduced at the rate of 0.50 paise per unit per day of delay. The maximum time period allowed for commissioning of the full Project capacity with encashment of Performance Bank Guarantee and reduction in fixed levelized tariff shall be limited to 16 months from the date of signing of PPA. In case, the Commissioning of the Project is delayed beyond 16 months from the date of signing of PPA, the PPA shall stand terminated (e.g. for a delay of one day, tariff will be reduced to Rs. 5.445 per kWh

and Rs. 4.745 per kWh in case benefit of accelerated depreciation is availed).

- d. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

3.15 Minimum Equity to be held by the Promoter

- i) The Company setting up the Project shall provide the information about the Promoters and their shareholding in the Company to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI.
- ii) No change in the shareholding of the Bidding Company setting up the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable. The controlling shareholding shall mean the shareholding having not less than 51% of the voting rights and paid-up share capital (including fully, compulsory and mandatory convertible Preference shares/ Debentures) in the Company.
- iii) After execution of PPA, the percentage of controlling shareholding of the Bidding Company or the SPV setting up the Project shall be maintained for a period of one (1) year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to SECI.

3.16 Structuring of the Bid selection process

- i) **Single stage, double envelope bidding** has been envisaged under this RfS i.e. Bidders have to submit both Techno-commercial bid and Financial bid (VGF Requirement) together in response to this RfS in separate sealed envelopes. The preparation of bid proposal has to be in the manner described in Clause 3.19. In the first stage, Techno-commercial bids shall be evaluated in the manner described in Section-4 and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be opened based on which successful bidder shall be selected.

3.17 Instructions to Bidders for structuring of bid proposals in Response to RfS

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

1. Covering Letter as per **Format 6.1** (to be submitted separately for each Project).
2. Not used
3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**

4. Performance Guarantee (to be submitted by the successful bidder at the time of signing of PPA) in the form as per **Format 6.3 B**.
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company in favour of the person signing the response to RfS and in the event of selection of the Project, to sign the PPA and the VGF Securitization Agreement with SECI;
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / and
 - c. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfS), of the Bidding Company, undertaking to invest the entire amount as committed by Bidding Company, in event of failure of the same to make such investment.
6. Not used.
7. Format for Financial Requirements as per **Format 6.6** as applicable.
8. Not applicable.
9. Not applicable.
10. Signed hard copy of the Summary Data Sheet as per **Format 6.9** which is also to be submitted in a CD (in Excel format- no scanned documents required in this CD).
11. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted at the time of financial closure i.e. within 150 days of signing of PPA as per **Format 6.10**.
12. Declaration by the Bidding Company for the Proposed Technology Tie Up as per **Format 6.11** (to be filled out separately for each Project).
13. Financial Proposal (VGF requirement) as per **Format 6.12** shall be submitted along with other documents mentioned in Section 6. (No soft copy of the Financial Proposal to be submitted) Note: The VGF quoted in the above Format shall be only in INR. In case the Bidder quotes his VGF requirement in any other currency, such bids shall be rejected.
14. Preliminary estimate of Cost of the solar PV Project as per **Annexure-A**.

15. Attachments (to be submitted separately for each Project)

- a. Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of Bidding Company.
- b. Copy of the RfS document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
- c. Net Worth certificate issued by Chartered Accountant along with Certified copies of annual audited accounts for the years 2010-11, 2011-12, 2012-13 & 2013-14 indicating year which has been considered for demonstration of Net Worth OR in case the Bidder wishes to submit the fulfillment of financial eligibility criteria not more than 7 prior to bid submission date, then the certificate issued by a Chartered Accountant for meeting the net worth criteria along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement.

3.18 Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted along with the bid may be verified before signing of PPA in terms of Clause 3.11.
- c. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- d. If the event specified at (c) is discovered after the Effective Date, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.10.
- f. All pages of the response to RfS submitted must be initialled by the person authorised by the board as per Format 6.4, on behalf of the Bidder.

- g. The response to RfS shall be submitted as mentioned in Clause 3.17. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- h. All the information should be submitted in English language only.
- i. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- j. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- k. Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- l. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- m. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- n. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.19 Method of Submission

The response to RfS is to be in the following manner:-

- i. **Covering Envelope** – Super scribed as
“Covering Envelope containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, Covering Letter & Summary Data Sheet ” at the top of the Envelope; and
“Name & Address of the Bidder” on the left hand side bottom;
 It should be addressed to SECI and shall contain:
 - I) Covering Letter as per Format-6.1.
 - II) Filled up Summary Data Sheet as per Format-6.9.
 - III) Soft Copy of the Summary Data Sheet as per Format 6.9 in the form of a CD.
 - IV) DD/Pay order of INR 15,750/- towards Cost of RfS Document.
 - V) DD/Pay order Rs 2,25,000/- towards the Bid Processing Fee.
 - VI) Bank Guarantee towards EMD of Rs.50 Lakh (as per Format 6.3A)

- ii. **“Techno-Commercial Envelope”** Subsequently, the Bidder shall submit the Techno-Commercial proposal in separate sealed envelope as described below:

Super scribed as **Techno-commercial Proposal in response to RfS for Selection of Solar PV Project,”** at the top of the Envelope; and **“Name & Address of the Bidder”** on the left hand side bottom;

This envelope shall be sealed and shall contain the following:

- (I) Not Used
- (II) Formats- 6.4, 6.6, 6.9, 6.10, 6.11 as elaborated in Clause 3.17;
- (III) All the three attachments elaborated in Clause 3.17, under the sub-Clause 15: Attachments.
- (IV) Soft Copy of all the documents (scanned version) submitted as per Clauses (I) to (III) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the above mentioned naming Format.

- iii. **“Financial Envelope”**- Super scribed as

“Financial Envelope in response to RfS for Selection of Solar PV Project” at the top of the Envelope;

and **“Name & Address of the Bidder”** on the left hand side bottom. It shall be sealed and shall contain the following:

- a) Covering letter as per Format-6.12 (A) with Financial Proposal (VGF requirement) according to Format-6.12 (B) and Annexure-A of this RfS document;
- b) Annexure-A containing the filled out Proforma for filling the Bidder’s estimated Project Cost.

The Covering Envelope, Techno-commercial envelope and the Financial Envelope shall be placed in a bigger envelope which shall have the following Sticker:

Response to RfS for Selection of 5 MW Grid Connected Solar PV Project under DCR Category at Sarkaritala (Jaisalmer) Rajasthan	
<i>RfS Reference No.</i>	
<i>Last Date of Submission</i>	
<i>Date and Time of Opening of Techno-Commercial Bids</i>	

<i>Bids Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	GM (Solar) SOLAR ENERGY CORPORATION OF INDIA, 1 st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017 Tel: 011-71989200 Email: contracts@seci.gov.in

Important Note: The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

3.20 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Twenty (120) days from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.21 Bid Preparation cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s), etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.22 Clarifications/Pre Bid meeting/ Enquires/ Amendments

- (i) Clarifications / Doubts, if any, on RfS document may be addressed to GM (Solar) at the address mentioned below by 03/11/2014 so that SECI will be able to respond on the same in the **Pre Bid Meeting** to be held on 07/11/2014 at 13:00 Hrs. A compiled list of such questionnaire and SECI's response will be uploaded in the website of SECI for information of all concerned i.e. www.seci.gov.in. All are requested to remain updated with the website. If necessary, amendments / clarifications shall be issued by SECI which will be notified in SECI web site. No separate reply/intimation will be given for the above, elsewhere.
- (ii) A Pre Bid Meeting shall be held on (Date/Time/Venue): 07/11/2014 at 11:00 Hrs at SECI's Office

(iii) Enquiries/ clarifications may be sought by the Bidder from:

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
1) Mr. K. Remesh Kumar, General Manager (Solar)	Phone (Off):011-71989224 Fax :011-71989241 E-mail: kumarramesh@seci.gov.in
2) Dr. Y B K Reddy Sr. Manager (PV)	Phone (Off):011-71989230 E-mail: ybkreddy@seci.gov.in
3) Mr. Abhinav Kumar, Sr. Engineer	Phone (Off): 011- 71989225, Mobile: 09911645489 Email: abhinavkumar@seci.gov.in
4) Mr. Pratik Prasun, Sr. Engineer	Phone (Off): 011-71989236, Mobile: 09891768303 Email: pratikpr@seci.gov.in

3.23 Right of SECI to reject a Bid

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS without assigning any reasons whatsoever and without any liability.

Section 4

BID EVALUATION AND SELECTION OF PROJECT

Section 4

Bid evaluation methodology and selection of Project

4.1 The evaluation process comprises the following two steps:

- A. 1st Step – Techno-Commercial evaluation
- B. 2nd Step – Financial Bid (**VGF requirement**) evaluation

4.1.A 1st Step- Techno-Commercial evaluation

1. Bids received after the due date and time at the Office of SECI will not be accepted. The proposals submitted without the cost of RfS document, Processing fee or EMD will be rejected and bids submitted by such Bidders shall be returned without further opening of other envelopes. Subject to above, all the other envelopes submitted by the Bidders, except financial bid (VGF requirement) will be opened at this stage.
2. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.
3. Any of the following conditions shall cause the Bid to be “Non-responsive”:
 - a. Non submission of Cost of RfS document or Processing fee or EMD in acceptable form/amount along with the response to RfS ;
 - b. Response to RfS not received by the due date & time ;
 - c. The Financial Bid submitted by the Bidder is in any format other than INR/MW;
4. Subject to Clause 4.1.A.3 above, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications / additional documents / Rectification of errors / Discrepancies if any in the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 7 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It will be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as

requested by SECI, to the satisfaction of SECI. SECI shall not be responsible for rejection of any bid on account of the above.

5. After completion of Techno-commercial bid evaluation, the list of short-listed Bidders will be uploaded in the web site of SECI. The Date, Time and venue of financial bid opening will also be notified in the web site and a minimum period of 7 days shall be given for financial bid opening from the date of notification of shortlisted Bidders. All the interested shortlisted Bidders may participate in the financial bid opening.

4.1.B 2nd Step – Financial Bid Opening and Bid evaluation

- a) 2nd stage evaluation will be carried out based on VGF requirement quoted by Bidders in the Format- 6.12 (B) prescribed in **Section 6**.
- b) In case a Bidder quotes a VGF greater than the upper limit of Rs. 2.5 Crore/MW, the bid shall be considered as non-responsive.
- c) [NOT USED].
- d) NOT USED.
- e) The allocation of Project shall be carried out in the following steps:
 - i) After opening of financial bids, the Project shall be arranged in the ascending order of VGF/MW quoted by Bidders. The lowest financial bid received for the Project will be awarded the project.
 - j) In the event of equal VGF quoted by various Bidders, the selection of Bidder would be based on draw of lots.
 - k) The selected Bidder shall be issued letter of intent by SECI.

Section 5

[Not Used]

Section 6

FORMATS FOR BID SUBMISSION

Section 6

6.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in **Clause 3.7** of Section 3 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Not used
- iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Not used
- vii. Format for Financial Requirement (Format 6.6)
- viii. Not used
- ix. Not used
- x. Filled up Summary Data Sheet in print form & a soft copy to be submitted in the form of CD (Format 6.9)
- xi. Format for Technical Criteria (Format 6.10)
- xii. Format for Proposed Technology Tie-up (Format 6.11)
- xiii. Format for submission of financial bid (VGF Requirement- Formats 6.12A & B)
- xiv. Format for Preliminary estimate of cost of Solar PV Power Project (Annexure-A)

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

FORMAT-6.1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

GM (Solar)

Solar Energy Corporation of India (SECI)

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

Saket, New Delhi-110017

Sub: Response to RfS No-----dated ----- for development of Solar PV Project(s)

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to SECI and terms and conditions of the standard VGF Securitization Agreement hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted more than one response to RfS including this response to RfS. We are submitting application for the development of 5 MW Solar PV Project at Sarkaritala, District Jaisalmer, Rajasthan.

1. We give our unconditional acceptance to the RfS, dated [*Insert date in dd/mm/yyyy*], standard PPA and standard VGF Securitization Agreement attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and VGF Securitization Agreement, the same have been initialed by us and enclosed with the response to RfS. We shall ensure that the PPA and VGF Securitization Agreement are executed as per the provisions of the RfS, provisions of PPA and provisions of VGF securitization agreement shall be binding on us. Further, we confirm that the Project shall be commissioned within 9 months of the date of signing of PPA.

2. *(Strike out this clause if not applicable)* We confirm that we will be availing the benefit of Accelerated Depreciation for the Project and in case of being selected by SECI, we will be signing PPA with SECI at a tariff of Rs. 4.75/kWh for the Project.
3. We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....*[Insert bank guarantee number]* dated *[Insert date of bank guarantee]* as per Format 6.3A from *[Insert name of bank providing bank guarantee]* and valid up to.....in terms of Clause 3.10 of this RfS.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance
We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA and execute VGF securitization agreement, in the event of our selection as Successful Bidder.
7. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from SECI.
9. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
10. We confirm that all the terms and conditions of our Bid are valid upto _____ *(Insert date in dd/mm/yyyy)* for acceptance (i.e. a period of one hundred twenty (120) days from the last date of submission of response to RfS).

11. Contact Person

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

Name :
Designation:
Company :

Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address :

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and VGF securitization agreement and consequent provisions of PPA and VGF securitization agreement shall apply.

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

FORMAT-6.2 (Not Used)

FORMAT- 6.3 A

Format for Earnest Money Deposit

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

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert Capacity of Plant and name of the place] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees 50 Lakhs only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including _____[insert date of validity in accordance with Clause 3.10 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.10 of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Bidder]

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

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

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause 3.10 of this RfS*]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____[Insert Name of the Bank]____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT- 6.3 B

Format for Performance Bank Guarantee for Solar PV Project

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

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

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

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only).

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

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

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

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

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

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

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

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

Signature _____
Name _____
Power of Attorney No. _____

For
_____ [Insert Name of the Bank] _____

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.

FORMAT-6.4

Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / the Companies Act, 2013 (as applicable) passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No._____for 'Setting up of 5 MW Grid Connected Solar Photo Voltaic Projects' in Rajasthan in the country of India, including signing and submission of all documents and providing information / response to RfS to Solar Energy Corporation of India (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / the Companies Act, 2013 (as applicable) and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**
3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company) to use our financial capability for meeting the Qualification Requirements for the RfS for 'Selection of Grid Connected Solar Photo Voltaic Project' and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[To be passed by the entity(s) whose financial credentials have been used]**

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 the Companies Act, 2013 (as applicable) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT- 6.5

Not to be used

FORMAT- 6.6

FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

[on the letter head of Bidder]

To,

[Insert name and address of SECI]

Dear Sir,

Sub: Response to RfS No. _____ for Selection of Grid connected Solar PV Projects for solarization of borders in Gujarat and Rajasthan)

We certify that the Bidding Company has a minimum Net Worth* of Rs.----- Crore (Rupees -----) per MW or equivalent US\$ based on

Description	Select any one year (whichever is applicable)
Audited annual accounts for the last four (4) financial years , 2010-11, 2011-12, 2012-13 and 2013-14 [<i>Strike out the financial years not applicable</i>]. Or	Applicable-----/ Not applicable-----
Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies	Applicable-----/ Not applicable-----

This Net Worth has been calculated in accordance with instructions provided in Clause 3.7 B of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates / Group Company as per following details:

Name of Company / Parent/ Affiliate/ Group Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company whose net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in Rs. Crore) of the Member Company
Company 1				

Total				

The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further,

documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**(Signature & Name of the person Authorised
By the board)**

**(Signature and Stamp of
Chartered Accountant)**

Membership No.

Regn. No. of the CA's Firm:

Date:

- Note:** (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by Bank are to be enclosed in support thereof for confirmation of balance in cash & bank.

FORMAT- 6.7

Not used

FORMAT- 6.8

Not used

FORMAT- 6.9

Summary Data Sheet

Soft copy of the Excel Utility shall be available shortly on www.seci.gov.in

FORMAT-6.10

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

To,
GM (Solar)
Solar Energy Corporation of India
1st Floor, D-3, A-Wing, District Centre,
Saket, New Delhi-110017

Dear Sir,

Sub: Response to RfS No. _____ for Selection of Grid connected Solar PV Project)

We hereby undertake to certify in line with **Clause 3.13** under the title “Financial Closure” that the following details shall be furnished within **150 days** of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established technology and **at least one Project** based on this technology is successfully operational for **at least one year**.
- 2.0 Details of the Project with location and the successful operational period of the Project utilizing this technology.
- 3.0 Specific plan for meeting the requirement of domestic content for cells and modules is to be submitted.
- 4.0 Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the person Authorized By the board

FORMAT - 6.11

Declaration by the Bidder for the proposed technology tie-up

1	Name of Bidding Company /		
3	Technology proposed to be adopted for the Project		
4	Estimated Capacity Utilization Factor		%
5	Estimated Annual Generation of Electrical Energy		kWh
6	Brief about the proposed Technology		
	Crystalline Silicon Solar Cells and Modules		
	Concentrator PV Modules		
	Thin Film Modules		
	Any Other Technology		
7	Please mention the technical requirement chosen by the Bidder		

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

Signature of the Authorized Signatory
Name of the Authorized Signatory

FORMAT- 6.12

FINANCIAL PROPOSAL

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

[Date and Reference]

To,

**GM (Solar)
Solar Energy Corporation of India
1st Floor, D-3, A-Wing, District Centre,
Saket, New Delhi-110017
Tel./Fax No.:.....**

**Sub: Response to RfS for Selection of 5 MW Grid connected Solar Photo Voltaic
Project vide RfS No.-----**

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for setting of 5 MW Solar PV Project at Sarkaritala (Jaisalmer), Rajasthan as a Bidder.

I/ We agree that this offer shall remain valid for a period of 120 (One hundred and Twenty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RfS.

FORMAT- 6.12(B)

Financial Proposal

**Subject: - Response to RfS No----- Dated-----for Selection of 5 MW
Grid connected Solar Photo Voltaic Project at Sarkaritala (Jaisalmer), Rajasthan**

Project details	Project capacity (MW)	Estimated Project Cost (INR/MW)* (in figures)	Estimated Project Cost (INR/MW) (in words) (without any decimals)	VGF Sought from SECI (INR /MW) (in figures)	VGF Sought from SECI (INR /MW) (in words) (without any decimals)
Setting of 5 MW Solar PV Project at Sarkaritala	5 MW				

Note:

1. Total VGF requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. The above quoted Project Cost (and hence, the VGF Requirement) shall include all **expenses laid down in Annexure- A of this RfS.**
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. *All figures are to be rounded off to the nearest Rupee only. Any figures given in paise will be not considered.

Authorized Signature
Name
Designation
Name of the Company
Address

Annexure-A

Preliminary Estimate of Cost of Solar PV Power Project

Project Capacity:MW

Location:

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in INR Lakh) (in words)
I.	SPV Modules		
II.	Power Conditioning Units		
III.	Civil and General Works / Mounting Structures		
VI.	Balance of the Plant including interconnection arrangement		
V.	Other Costs		
	Total Project Cost		

(Signature)

(Name of Bidder)

Annexure- B

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

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

1. PV Module Qualification

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

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

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2
Electromagnetic Compatibility (EMC)	IEC 61000 series-relevant parts
Electrical Safety	IEC 62103 / IEC 62109-1&2
Protection against Islanding of Grid	IEEE1547/UL1741
Grid Connectivity	Relevant CERC Regulations and Grid Code as mentioned and revised from time to time.

3. Cables and connectors:

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

4. Other Sub-systems/Components

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

for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years).

Structures: Suitable structures with proper galvanization need to be used. The fasteners used must be high quality stainless steel with suitable weather resistance dico coating to avoid rusting due to prolonged exposure to salty weather.

5. Authorized Test Centres

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

6. Warranty

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

7. Identification and Traceability

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

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

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

8. Performance Monitoring

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

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to SECI/MNRE.
- b. The SPDs shall install equipment to monitor solar radiation on the module plane, and other climatic parameters including ambient temperature and wind speed. The system monitoring generation data of DC and AC power from the plant shall also be put in place. This data shall be submitted to SECI/MNRE at a periodicity as defined from time to time by them. The mode could be on-line or uploading on the website as informed later.
- c. The SPDs shall provide access to SECI/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.

9. Safe Disposal of Solar PV Modules:

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

10. Capacity of Solar PV Projects:

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Maximum AC Capacity Limit at Delivery point
1	5 MW	5 MW	5 MW

- (ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.
- (iii) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

11. Commissioning Procedure

- (i) At the time of commissioning, the Committee shall verify compliance of technical parameters of the Project as per Annexure-B of the RFS document.
- (ii) SPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and SECI at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice of the date on which it intends to synchronize the Power Project to the Grid System. SPD shall be solely responsible for any delay

or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.

- (iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- (iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documents as per prescribed format. However, the SPD shall submit to SNA/SECI, the status of installation of equipment at least 10 days prior to the commissioning date/scheduled date of visit of the Committee.
- (v) Electrical inspector report shall be made a part of the commissioning certificate. It would be the responsibility of the SPD to collect the certificate and submit the same to SNA.
- (vi) SPD shall ensure Connectivity to the grid from concerned CTU/STU/Transmission Utility/DISCOM.
- (vii) Joint Meter Reading (JMR) shall be taken at Delivery Point at the time of connectivity of the Project with Grid. This shall include information of Main, Check and Standby Meters installed in the respective premises.
- (viii) Synchronization Certificate as per prescribed format shall be issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid.
- (ix) Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
- (x) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by SECI. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.
- (xi) Based on the above reports, SNAs shall issue part commissioning/commissioning certificate and forward the same to SECI.
- (xii) Solar power developer would be required to plan commissioning/synchronization with grid at least five days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the Project site for commissioning rests solely on the developer.

Installation Report

(To be verified by Commissioning Committee)

Sr. No.	Capacity of the Plant (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	

I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of Full capacity of PV arrays, PCUs, Transformers	

Status – Installation Report

(To be provided by SPD and to be submitted at least 10 days prior to commissioning date)

Sr. No.	Capacity of the Plant (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Status of completion of work as on date (i) Capacity of PV array, (ii) PCUs (iii) Transformer Likely date of completion of the above activities	% Installation % Installation % Installation

Sample Connectivity Report

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

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

The details of Solar Power Plant are as under:-

S. No.	Name of Solar Power Developer & Location	Capacity Mentioned in Agreement	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	<> MW	<p>Metering Detail at Delivery Point (<Village>)</p> <p>S.No. of <kV> CT</p> <p>i) <R-Phase></p> <p>ii) <Y-Phase></p> <p>iii) <B-Phase></p> <p>S.No. of < kV> PT</p> <p>i) <R-Phase></p> <p>ii) <Y-Phase></p> <p>iii) <B Phase></p> <p>S.No. of Main<ABT> Meter></p> <p>S.No. of Check <ABT Meter></p> <p>Metering Equipment installed at Receiving end on dated: <></p> <p>132 kV GSS, <>, <>, (<Distt.>)</p>	<p>A) Transformer <Make/Type:> <Sr. No.></p> <p>B) Inverters <Make/Type:> <Sr. No.></p> <p>C) Modules <Make: > <W>, < W > <Total: Nos.></p> <p>D) Switchgear Panels <Make/Type:> <Sr. No.></p> <p>Protection Provided: Under/Over voltage, Over current & Earth fault.</p>

The Commissioning date of various equipments is as under:

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

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

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

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

Complete system commissioned on date-----

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

Sample Synchronization Certificate

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

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

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

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

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

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

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

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

NB: To be issued by State Nodal Agency.

Annexure- C

Check list for Bank Guarantees

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

Annexure-D**List of Banks for Issuance of Bank Guarantees against EMD and PBG**

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	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. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Crédit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd.
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

