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Request for Selection (RfS) Document

For

Implementation of 97.5MWp Grid Connected Rooftop Solar PV System Scheme for Government Buildings in different Zones of India under CAPEX/ RESCO Model under Global Competitive Bidding

RfS No. <u>SECI/C&P/RfS/MNRE/97.5MW GCRT/R1/IND/082019</u> Dated : 29/08/2019

IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS

RfS No. SECI/C&P/RfS/MNRE/97.5MW GCRT/R1/IND/082019

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DISCLAIMER

- This RfS will supersede the previous RfS (SECI/C&P/NIT/MNRE/97.5MW GCRT/IND/022019 dated 26.02.2019) including its amendments and clarifications issued against the subject scope of work. Any response(s) received by SECI against the previous RfS SECI/C&P/NIT/MNRE/97.5MW GCRT/IND/022019 dated 26.02.2019 will not be considered against this RfS. The interested bidder(s) are required to submit fresh response against this RfS.
- 2. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer/ Owner immediately. If no intimation is received from any bidder within 10 (Ten) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- 3. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
- 4. While this RfS document 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 document, even if any loss or damage is caused by any act or omission on their part.
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Place: Nev

New Delhi

Date: 29/08/2019

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INVITATION FOR BIDS (IFB) & BID DETAILS

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GLOBAL INVITATION FOR BIDS (GIFB)

FOR

IMPLEMENTATION OF 97.5 MWp GRID CONNECTED ROOF TOP SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS IN DIFFERENT ZONES OF INDIA UNDER CAPEX/ RESCO MODEL

(SINGLE STAGE TWO ENVELOPE BIDDING) under e-Tendering

- 1.0 Government of India has launched National Solar Mission (NSM) which now has a target of achieving a cumulative capacity of 100 GW Solar PV installation by the year 2022, out of which Grid Connected Rooftop Solar PV Systems is considered as very potent area and has a target of 40 GW. To achieve energy security and for having good optics, it is envisaged to develop Grid Connected Rooftop Solar PV Projects on large scale by utilising vacant roofs of buildings. Ministry of New and Renewable Energy (MNRE), Government of India desires to implement Grid Connected Rooftop Solar PV Projects on the vacant roofs of Government Buildings/ Offices as a part of its Renewable Energy Initiatives.
- 2.0 The procurement activities in respect of the aforesaid Project on behalf of Ministry of New and Renewable Energy, Government of India has been entrusted to Solar Energy Corporation of India Limited (A Government of India Enterprise) incorporated under the Companies Act, 2013, having its Registered Office at D 3, 1st Floor, Wing A, Prius Platinum Building, District Centre, Saket, New Delhi 110 017 (hereinafter referred to as 'SECI'/ 'EMPLOYER') and SECI intends to use funds to be provided by Govt. of India for eligible payments under the contract for Package as mentioned above. For the purpose of all procurement activities related to the said works, SECI shall be referred to as "the Employer" and Government of India as "the Owner".
- 3.0 SECI, therefore, invites sealed bids from eligible bidders to participate in Request for Selection (RfS) for Site Survey, Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation and Maintenance of Grid Connected Rooftop Solar PV Power System in different Zones of India.
- 4.0 For the implementation of above mentioned work, prospective bidders should submit their techno-comercial and financial bid proposals online complete in all aspect on or before Last date of Bid Submission as mentioned on the Bid Information Sheet and Electronic Tender Services (ETS) Portal of International Support Network (ISN) (<u>https://www.bharat-electronictender.com</u>).
- 5.0 Bidder shall submit their bid proposals along with non-refundable Bid Processing Fee and refundable Bid Bond complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Bid Bonds will be outrightly rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 6.0 Bid documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from e-tendering portal <u>https://www.bharat-electronictender.com</u> as well as on CPPP portal <u>https://eprocure.gov.in/cppp/</u> and

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SECI's website <u>http://www.seci.co.in</u>. It is mandatory to download official copy of RfS Document from ETS Portal of ISN in order to participate in the Tender. Any amendment(s)/ corrigendum/ clarification(s) with respect to this Bid shall be uploaded on ETS Portal of ISN, CPPP Portal and SECI Website. The Bidder should regularly check for any Amendment(s)/ Corrigendum/ Clarification(s)/ Notice(s) on the above websites.

- 7.0 The bidding process under this Grid Connected Solar PV Rooftop Scheme is for 10 MWp comprising of CAPEX Model (Part-A), 85 MWp comprising of RESCO Model (Part-B) & 2.5 MWp comprising of CAPEX Model (PART-C). The entire bidding capacity of 97.5 MWp has been divided into 04 (Four) different Zones i.e Zone-1, Zone-2, Zone-3 and Zone-4. In any particular Zone, there will be only One Single Price for all the bidders under CAPEX Models (i.e. PART-A and PART- C, seperately) (Project Cost : INR Per kWp) and similarly there will be only One Single Price under RESCO Model (Tariff : INR Per kWh). Hence matching of L-1 Price needs to be adhered upon (for each Part and Zone separately). Zone wise list of states are mentioned in the RfS document. Zone-1, Zone-2 and Zone-3 are for General Category States whereas Zone-4 is for Special Category States.
- 8.0 During Allocation of Capacities, SECI reserves the Right of Transfer of Capacities from any one of the Zone to another Zone. In case there is any unallocated capacity under any particular Zone after excersing the clause 1.6.1 of RfS document, the same can be transferred to other Zone. in this case, the unutilized capacity shall transfered from one Zone to another Zone (except for Zone-4) with priority being given based on combined list of L1, L2, L3...and so on of all the remaining Zones (except for Zone-4). Capacity can be transferred from one Part to another Part of the same Zone also, based on the requirement of the Project and demand.
- 9.0 The bidding process under this Grid Connected Solar PV Rooftop Scheme is for PART-A (CAPEX Only), PART-B (RESCO Only) and PART-C (CAPEX Only) related to Government Buildings only. Bidder can bid for PART-A or PART-B as per the Eligibility Criterion of RfS. New Enterpreneur Bidders can Bid only for PART-C. Bidders can also bid in both Part A & Part B together. Any bidder eligible for participation in either PART-A or PART-B, is not allowed to participate in PART-C.
- 10.0 Under PART-A, the bidder can apply for minimum aggregate capacity of 100 kWp and maximum aggregate capacity of 1 MWp. Under PART-B, the bidder can apply for minimum aggregate capacity of 1 MWp and maximum aggregate capacity of 10 MWp. Under Part-C, the bidder (i.e. New Enterpreneur) can apply for the minimum aggregate capacity of 50 kWp and maximum aggregate capacity of 250 kWp. The detailed scope of work interalia includes the following:-
- 10.1 To facilitate the bidders, an indicatve list of possible rooftops has been enclosed along with this RfS documents as Annexure-II. Successful bidders are requested to visit the respective sites and check the feasibility of space including installation capacity in consultation with respective site incharge/ rooftop owner. However, the entire responsibility of identifying the roofs lies with the bidder. SECI shall not bear any responsibility in this regard. Successful Bidders need to submit Project Sanction Documents (PPA/ EPC Agreements between Successful Bidder and the Rooftop owner(s) at the quoted Project Cost/ Tariff as per Letter of Allocation and Project Report) for the approval of SECI and issuance of Project specific Sanction Letter(s). The PPA and EPC shall be executed in the prescribed format attached herewith this RfS document. However, SECI shall facilitate the process and will have no responsibility whatsoever because of non availability of indicated buildings or non-execution of Agreements for any particular building.

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10.2 SCOPE OF WORK:

The Scope of the Work would essentially cover, but not limited to Identification and Site Survey of Roof Tops, Site Visit, Solar Potential Assessment, Finalisation of Feasibility Report for Identified Locations, Design, Engineering, Manufacture, Supply, Storage, Civil Works, Erection, Testing, Commissioning, Submission of Project Proposals and PCRs in SPIN Portal, ensuring net metering as per the concerned State/ UT Policies, Quality Control of the Grid Connected Solar PV Rooftop Project including Operation and Maintenance (O & M) of the Project for a period of 05 (Five) Years under PART-A and PART-C and for a period of 25 (Twenty Five) Years under PART-B after Commissioning of Project.

- 11.0 Bidder(s) may also come up with their suitable/ feasible Potential Rooftop Proposals for any Government Buildings as mentioned in Table 1.1
- 12.0 Based on the Bid Capacity(ies) proposed by the bidder in the bid, Bid Bond/ EMD shall be furnished for different Category(ies) and Zone(s) as listed out in the RfS separately along with the response to RfS as per relevant Clause(s) of the Bid Information Sheet. Bid Bond/ EMD shall be enclosed in a sealed envelope and shall be submitted in the office of SECI (Offline). As the bid evaluation is Zone wise and Part wise (i.e. either CAPEX or RESCO), each bid shall have separate Bid Bond/ EMD.
- 13.0 For PART-A, PART-B and Part- C, Performance Bank Guarantee (PBG) amount shall be furnished for different Category(ies) and PART(s) by the successful bidders after issuance of Letter of Allocation (LOA) by SECI.
- 14.0 In compliance to MNRE order No 146/57/2018- P&C Public Procurement (Preference to make in India) dated 11.12.2018, Minimum Percentage of local content required are as follows-
- i. Solar PV modules = 100%
- ii. Balance of system apart from civil works (Inverters etc...) = 40%

INTERPRETATIONS

- 1. Words comprising the singular shall include the plural & vice versa.
- 2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

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BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF N BRIEF SCOP WORK/ JOB	NORK/ E OF	Implementation of 97.5 MWp Grid Connected Roof Top Solar PV System Scheme for Government Buildings in different Zones of India under CAPEX/ RESCO Model RfS No. SECI/C&P/RfS/MNRE/97.5MW GCRT/IND/R1/ 082019 dated 29.08.2019		
(B)	RfS NO. & DAT	E			
(C)	TYPE OF BI SYSTEM	DDING	SINGLE BID SYSTEM TWO BID SYSTEM Yes		
(D)	TYPE OF TENDER	RfS/	E-TENDER Yes MANUAL		
(E)	COMPLETION/ CONTRACT PE		 1.09 (Nine) Months from the date of issuance of LOA by SECI (For General Category States) 2.12 (Twelve) Months from the date of issuance of LOA by SECI (For Special Category States) 		
(F)	BID PROCE FEE (NON-REFUND)	ABLE)	Amount: INR 6,000/- (Indian Rupees Six Thousand		
(G)	EARNEST M DEPOSIT (EMI BOND	MONEY D)/ BID	APPLICABLE Yes NOT APPLICABLE		
CRT SOLA	ION OF 97.5MWp R PV SYSTEM GOVERNMENT DINGS	RfS No.	SECI/C&P/RfS/MNRE/97.5MW GCRT/R1/IND/082019 Page 8 of		



	CAPEX/ RESCO Model (Achievement linked Incentive Scheme)				
		Amount: INR 400/- (Indian Rupees Four Hundred Only)			
		per kW to be submitted in the form of Bank Guarantee along with the Response to RfS in line with Provisions of RfS.			
		with the Response to RIS in I	ine with Provisions of RIS.		
		APPLICABLE	Yes		
	PERFORMANCE				
(H)	BANK GUARANTEE	NOT APPLICABLE			
()		To be submitted in the form	of Bank Guarantees within 14		
			ce of LOA in line with Provisions		
		of RfS.			
		1100 HRS on 11.09.2019			
	DATE, TIME & VENUE				
(K)	OF PRE-BID	Solar Energy Corporation of			
	MEETING	(A Government of India Enter	. ,		
		D - 3, 1 st Floor, Wing - A, P Centre, Saket, New Delhi - 1	rius Platinum Building, District		
	OFFLINE AND	Centre, Saket, New Deini - T	10017		
	ONLINE BID-				
(L)	SUBMISSION	Unto 18:00 HRS of 30.09.2019			
	DEADLINE				
	TECHNO-				
(M)	COMMERCIAL BID	w.e.f. 11:00 HRS of 01.10.20)19		
	OPENING				
(N)	e-Reverse Auction (e-	Not Applicable			
	RA)	M/s Electronic Tender.com (India) Pvt. Limited			
		1001, City Court, M. G. Road			
		Gurugram - 122 002, HARYANA			
	CONTACT DETAILS	Contact Person : ETS Helpdesk			
(O)	OF ISN	Contact No. : 00 91 124 4229071 / 4229072			
		(From 1000 HRS to 1800 HRS on all Working Days i.e.			
		Monday to Friday except Government Holidays)			
		Email : <u>support@isn-ets.co</u>			
	Name, Designation,	Manager (Contracts & Proc Solar Energy Corporation of	-		
	Address and other	1st Floor, D-3, A-Wing, Dist			
(P)	details (For	Prius Platinum Building, Sa	,		
	Submission of	Tel No. 011-71989294			
	Response to RfS)	Email - contracts@seci.co.i	in		
		1) Sh. Manas Ranjan Mishra			
	Details of persons to	Manager (Contracts & Pro	curement)		
(Q)	be contacted in case	Ph: 011-71989294			
(~)	of any assistance	2) Sh. Sunil/ Sh. Kartik Ganesan			
	required	Deputy Manager (Contracts & Procurement)			
		Ph: 011-71989264			

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		1) Shri Rajesh Kumar Jain
	Details of persons to	Addl. General Manager (Solar)
(D)	be contacted in case	Ph: 011-71989211
(R)	of any technical	2) Shri Chandra Kumar Singh
	assistance required	Manager (PS)
		Ph: 011-71989246







INSTRUCTIONS TO BIDDERS (ITB)

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1. INTRODUCTION

MNRE launched a Grid Connected Rooftop Solar PV Scheme, which is available on the website of MNRE, for promotion of large scale Grid Connected Rooftop Solar PV Projects and SECI has been designated as the Implementing agency for this Scheme. The generated Solar Power may be utilized for captive application and the surplus Power may be fed to the Grid. The Scheme aims to reduce the fossil fuel based electricity and make buildings self-sustainable from the point of electricity, to the extent possible. This scheme with aggregate Capacity of 97.5 MWp throughout India envisages installation of Grid Connected Rooftop Solar PV Projects on the roofs of entities as specified by MNRE vide notification no. 03/88/2015-16/GCRT dated 30.03.2017 including F. No. 318/53/2018-GCRT dated 07.02.2019 and broadly in following categories:

Table 1.1

Incentive shall be available for the following categories:

(i)	Government Buildings	· · · · · · · · · · · · · · · · · ·	
(ii)	Government Institutions	Government Institutions, Public Sector Undertakings, all Buildings owned by Government directly or by any Government owned Societies, Companies, Corporations, Institutions or Organizations, Government Educational/ Health institutions.	

Table 1.2

The Incentive Structure applicable is tabulated below:

SI. No.	Achievment vis-à-vis Target Allocation	Incentives for Zone-1, Zone-2 and Zone-3	Incentives for Zone-4
1	80% and above within the sanctioned period	INR 12,000/- per kW	INR 31,800/- per kW
2	Below 80% and upto 50% (including 50%) within the sanctioned period	INR 7,200/- per kW	INR 19,080/- per kW
3	Below 50% and above 40% (including 40%) within the Sanctioned period	INR 4,800/- per kW	INR 12,720/- per kW
4	Below 40% within the sanctioned period	NIL	NIL

<u>Note</u>: - The incentives indicated above shall be calculated and released as per the Benchmark Cost prevailing on date of issuance of LoA.



Table 1.3

S. N.	Name of Zone	States/ UTs	Cumulative Tendered Capacity in kWp under CAPEX (Part-A)	Cumulative Tendered Capacity in kWp under RESCO (Part-B)	Cumulative Tendered Capacity in kWp under CAPEX (Part-C)
1	Zone-1	Gujarat, Karnataka, Rajasthan, Tamil Nadu	2662	22626	665
2	Zone-2	Andhra Pradesh, Maharashtra, Puducherry (Pondicherry), Telangana, Dadra & Nagar Haveli, Daman & Diu, Madhya Pradesh	2662	22626	665
3	Zone-3	Bihar, Chandigarh, Chhattisgarh, Delhi, Goa, Haryana, Jharkhand, Kerala, Odisha, Punjab, Uttar Pradesh, West Bengal	3676	31248	920
4	Zone-4	Lakshadweep, Uttarakhand, Andaman & Nicobar Islands, Arunachal Pradesh, Assam, Himachal Pradesh, Jammu & Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura	1000	8500	250
	TOTAL CAP	ACITY (kWp)	10000	85000	2500

1.1 A reference sheet indicating amount of applicable incentive based on completion time schedule of allocated capacity is enclosed as Annexure-III to this RfS.

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- 1.2 Special Category States/ UTs/ Islands include North Eastern States including Sikkim, Uttarakhand, Himachal Pradesh, Jammu & Kashmir, Andaman & Nicobar Islands and Lakshadweep Islands.
- 1.3 The incentives indicated above are subject to revision on Annual basis in line with MNRE benchmark cost. The incentives will be calculated as mentioned below:
- 1.4 For Sr. No. 01 (INR 12,000/- per kWp for Zone-1, Zone-2, Zone-3 and INR 31,800/- per kWp for Zone-4) upto 25% of the Benchmark Cost or the Cost arrived through Competitive Bidding Process, whichever is lower, for Zone-1, Zone-2, Zone-3 and upto 60% of the Benchmark Cost or the Cost arrived through Competitive Bidding Process, whichever is lower, for Zone-4.
- 1.5 For Sr. No. 02 (INR 7,200/- per kWp for Zone-1, Zone-2, Zone-3 and INR 19,080/- per kWp for Zone-4) upto 15% of the Benchmark Cost or the Cost arrived through Competitive Bidding Process, whichever is lower, for Zone-1, Zone-2, Zone-3 and upto 36% of the Benchmark Cost or the Cost arrived through Competitive Bidding Process, whichever is lower, for Zone-4.
- 1.6 For Sr. No. 03 (INR 4,800/- per kW for Zone-1, Zone-2, Zone-3 and INR 12,720/- per kW for Zone-4) upto 10% of the Benchmark Cost or the Cost arrived through Competitive Bidding Process, whichever is lower, for Zone-1, Zone-2, Zone-3 and upto 24% of the Benchmark Cost or the Cost arrived through Competitive Bidding Process, whichever is lower, for Zone-4.
- 1.7 Incase of RESCO Mode, the incentive amount for will be calculated by taking benchmark cost as project cost as mentioned under Clause no. 1.8 below. The benefit of the incentives should be passed on to the customer in the form of reduced tariff by factoring incentive. For CAPEX projects, the bidders need to quote for the Project Cost by excluding incentives. Applicable incentive as mentioned above will be provided over and above the quoted Project Cost.
- 1.8 The Benchmark Costs for Grid Connected Rooftop Solar Power Plants for the Year 2019-2020 as notified by MNRE vide OM No. 318/33/2019-Grid Connected Rooftop dated 16th July'2019 are tabulated below:

Capacity	Benchmark Cost (INR/ kWp) for General Category States (i.e. Zone-1, Zone-2 and Zone-3)	Benchmark Cost (INR/ kWp) for Special Category States (i.e. Zone-4)
Above 1 kWp and upto 10 kWp	54,000/-	59,000/-
Above 10 kWp and upto 100 kWp	48,000/-	53,000/-
Above 100 kWp and upto 500 kWp	45,000/-	50,000/-

1.9 The total Financial Outgo of the Project (i.e. Sum of the Quoted Project Cost Plus Incentive) shall not exceed the Benchmark cost of MNRE mentioned above. The indicated Benchmark Cost is subject to Annual revision by MNRE. On behalf of MNRE, SECI, which expression shall also include its successors and permitted assigns, hereby invites interested companies to participate in the bidding process for the selection of successful bidder(s)/ developer(s) for Implementation of large scale Grid Connected Rooftop Solar PV Projects under this scheme in the categories mentioned in the RfS.

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- 1.10 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and/ or documents as required may render the bid technically unacceptable.
- 1.11 The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

2. BID DETAILS

2.1 The bidding process under this Grid Connected Rooftop Solar PV Scheme is for 10 MWp Capacity under PART-A (CAPEX Model), 85 MWp Capacity under PART-B (RESCO Model) and 2.5 MWp Capacity under PART-C (CAPEX Model only) shall be on pan India basis. Bidder shall submit bids for the minimum aggregate bid capacity of 100 kWp under PART-A, 1 MWp under PART-B and 50 kWp under PART-C as detailed in section 3.4 below.

2.1.1 Bids in PART-A (CAPEX model) for 10 MWp

In Part-A, bids are invited from the prospective bidders for the tendered capacity as indicated below in each Zone based on the Project Cost (CAPEX Model). In this part, bidder will be required to quote the Project Cost for particular Zone for the capacity proposed by the bidder (cumulative bidding capacity not less than 100 kWp).

The bidder who has quoted lowest Project Cost in PART-A shall be declared as successful bidder Zone wise and other bidders have to match the Price of L1 bidder of that particular Zone. The bids for PART-A shall be arranged Zone wise separately starting from L1 (bidder who has quoted Lowest Project Cost), L2 (bidder who has quoted Second Lowest Price), L3...and so on for the particular Zone. First of all, L2 bidder shall be given chance to match the Price of L1 bidder, then L3...and so on till the Capacity of Part is allocated corresponding to each Zone separately. As such, incentive amount in a Zone shall be provided as per table 1.2 above subject to actual completion.

Zone Wise Distribution of Capacity in Part -A		
SI. No.	Zone Detail	Capacity (MWp)
1	Zone-1	2.660
2	Zone-2	2.660
3	Zone-3	3.680
4	Zone-4	1.000
	Total	10

** With Incentive provided only for Government Buildings/ Instituitions as per MNRE Guidelines as mentioned above in Table 1.1.

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Note: * This Capacity distribution is indicative. SECI reserves the Right of Transfer of capacities from one Zone to another Zone and also from one part to another part with matching of L-1 Price of new proposed Zone as per requirement of the project. In case there is any unallocated capacity in any particular Zone, the same can be transferred to other Zone in line with the provisions of RfS document including subsequent amendments and clarifications.

Maximum allowable Project Cost under CAPEX Model (Part-A and Part-C) corresponding to Zone-1, Zone-2, Zone-3 is INR 54,000/kWp, INR 48,000/kWp and INR 45,000/kWp depending upon the Project size as indicated under Clause 1.8. Similarly, the maximum allowable Project Cost under CAPEX Model (Part-A and Part-C) corresponding to Zone-4 is INR 59,000/kWp, INR 53,000/kWp and INR 50,000/kWp depending upon the Project size as indicated under Clause 1.8. Any bidder quoting more than the maximum allowable project cost shall be restricted to maximum limit of either 54,000/kWp, INR 48,000/kWp and INR 45,000/kWp or INR 59,000/kWp, INR 53,000/kWp and INR 50,000/kWp depending upon the Zone and Project size. Incase the bidder will not able to match the maximum allowable project cost, the bid shall be considered as non-responsive and the Bid Bond shall be returned without forfeiture.

2.1.2 Bids in PART-B (RESCO model) for 85 MWp

In Part B, bids are invited from the prospective bidders for the Tendered Capacity as indicated below against PART-B. The bidding is in fixed tariff for 25 Years. In this part, successful bidders will be provided Incentive of Amount as mentioned in Table 1.2. Bidders will be required to furnish fixed tariff for 25 years starting from the date of commissioning of the Project. Tariff quoted by the bidder shall be fixed for 25 years. Capacity will be allocated based on the lowest fixed tariff for 25 years quoted by the bidder for PART-B subject to Clause 3.3 of RfS.

Zone Wise Distribution of Capacity in Part -B		
SI. No.	Zone Detail	Capacity (MWp)
1	Zone-1	22.625
2	Zone-2	22.625
3	Zone-3	31.250
4	Zone-4	8.500
	Total	85

** With Incentive provided only for Government Buildings/ Instituitions as per MNRE guidelines.

Note: * This Capacity distribution is indicative. SECI reserves the Right of Transfer of capacities from one Zone to another Zone and also from one part to another part with matching of L-1 Price/ Tariff of new proposed Zone as per requirement of the project. In case there is any unallocated capacity in any particular Zone, the same can be transferred to other Zone in line with the provisions of RfS document including subsequent amendments and clarifications.

Maximum allowable fixed tariff for this part over 25 years is as follow (SECI's internal Estimate):





	Fixed Ceiling Tariff (Rs/kWh)	
For Zone-1	3.50 (SECI's internal Estimate)	
For Zone-2	Fixed Ceiling Tariff (Rs/kWh)	
	3.64 (SECI's internal Estimate)	
For Zone-3	Fixed Ceiling Tariff (Rs/kWh)	
	3.95 (SECI's internal Estimate)	
For Zone-4	Fixed Ceiling Tariff (Rs/kWh)	
	2.50 (SECI's internal Estimate)	

The bids with fixed tariff for 25 years in excess of above said fixed tariffs shall be out rightly rejected.

2.1.3 Void

2.1.4 Bids in PART-C (CAPEX Model) for 2.5 MWp, for New Entrepreneurs

In Part-C, bids are invited from the prospective bidders for the tendered capacity as indicated below in each Zone based on the Project Cost (CAPEX Model). In this part, bidder will be required to quote the Project Cost for any particular Zone for the capacity proposed by the bidder (cumulative bidding capacity not less than 50 kWp).

The bidder who has quoted lowest Project cost in PART-C shall be declared as successful bidder in Zone wise and other bidders have to match the Price of L1 bidder of particular Zone. The bids for PART-C shall be arranged starting from L1 (bidder who has quoted lowest project cost), L2 (bidder who has quoted second lowest price), L3...and so on for that particular Zone. First of all, L2 shall be given chance to match the price of L1, then L3...and so on till the capacity of Part is allocated under each Zone separately. As such, incentive amount in a Zone shall be provided as per table 1.2 above subject to actual completion.

Zone Wise Distribution of Capacity in Part-C		
SI. No.	Zone Detail	Capacity (MWp)
1	Zone-1	0.665
2	Zone-2	0.665
3	Zone-3	0.920
4	Zone-4	0.250
	Total	2.5

** With Incentive provided only for Government Buildings/ Instituitions as per MNRE guidelines.

Note: * This Capacity distribution is indicative. SECI reserves the Right of Transfer of capacities from one Zone to another Zone and also from one part to another part with matching of L-1 Price/ Tariff of new proposed Zone as per requirement of the Project. In case there is any unallocated capacity in any particular Zone, the same can be transferred to other Zone in line with the provisions of RfS document including subsequent amendments and clarifications.

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2.2 SIZE OF THE PROJECTS:

- 2.2.1. The size of each Project shall be in the range from above 25 kWp to 500 kWp under PART-A, range from 1 kWp to 500 kWp for PART-B and 1 kWp to 25 kWp for PART-C. Under Part-C, the successful bidder/ developer can execute the project above 25kWp. In this case the lowest L-1 Price of both Part-A and Part-C shall prevail. One Project may however comprise of several Rooftop units. Each Rooftop unit can separately connect with the grid and may have separate meters. Not more than one project will be allowed for one meter consumer number (DISCOM Connection), in case project size upto 500kWp.
- 2.2.2. Void

2.3 BID CAPACITY:

- 2.3.1 In PART-A, PART-B and PART-C, the Bidder shall apply for different Zones. **Bids shall be** submitted for the minimum bid capacity of 100 kWp for PART-A, 1 MWp for PART-B and 50 kWp for PART-C.
- 2.3.2 However, a Bidder can apply and is eligible to apply for a maximum capacity of 11 MWp under PART-A and PART-B together. A Bidder can apply for a minimum capacity of 100 kWp for Part-A (CAPEX model) and minimum capacity of 1 MWp for Part B (RESCO model). Offer of the Bidders quoting cumulative capacity more than the maximum tendered capacity allowed shall be restricted to the maximum allowed capacity. However, bidders quoted cumulative capacity less than the minimum tendered capacity shall be out rightly rejected and Bid Security/ EMD shall be returned without forfeiture. The Bid Processing Fees shall be retained by SECI. A bidder can not combine Part C with either Part A or Part B or vice versa.

The maximum aggregate bid capacity for both the Parts (PART-A and PART-B) for which bidder can submit his bid is 11 MWp only for Part A and Part B together. Bids quoting more than maximum allowed bid capacity as per above, SECI at its own discretion may restrict its capacity upto the maximum allowed capacity on proportionate basis or otherwise. SECI shall not entertain any request from bidder, in this regard. A bidder can not combine Part C with either Part A or Part B or vice versa. Total Capacity allocated to the bidder in all the Zones and Parts (PART-A, PART-B and PART-C) will become the target against which achievement will be calculated for disbursement of incentives.

In exceptional circumstances and at the sole discretion of SECI, unutilized capacity (during initial allocation only) can be transferred to other Zone having demand in excess of declared capacity. This is allowed only for the eligible bids received.

2.3.3 SECI reserves the right to allocate part capacity also to the bidder on the basis of outcome of the bidding.

3.0 BID DETAILS

3.1. For PART-A & PART-B: Bidder must meet the eligibility criteria independently as a Bidding Company or as a Bidding Consortium with one of the members acting as the Lead Member of

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the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid. In case, the bidders submit their bid under consortium, then the project should be implemented through consortium only.

- 3.2. In case of a Bidding Consortium, the Financial Eligibility Criteria like Annual Turnover or Net Worth as indicated in Clause of Eligibility Criteria shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled jointly by all the Consortium Members. Financial Consortium is not allowed under this RfS. In case bidder is a Consortium, a Consortium Agreement as per the Format-10 shall be furnished along with the bid. The Consortium should have maximum of 03 (Three) Members.
- 3.2.1. Further in-case where the bidding company has used the Financial Eligibility Criteria of its Parent Company then it needs to be ensured that no change in the Controlling Equity of the Bidding Company is done prior to 05 (Five) Years from the date of Commissioning of the sanctioned capacity except with the prior approval of SECI.

All members of the consortium should be registered as a Company only.

However, Members of the Consortium may form the Project Company. Bidder including its member of the consortium can submit one bid only under Part-A for each Zone. Similarly, Bidder including its member of the consortium can submit one bid only under Part-B for each Zone.

3.2.2. Bidder can however use the Technical and Financial strength of its Parent Company/ Affiliate's to fulfil the Technical and/ or Financial Eligibility Criteria mentioned below. In such case, Bidders shall submit an Undertaking from the Parent Company as per Format - 9 and also furnish a Certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format - 8, Company Secretary Certificate towards Shareholding Pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company.

3.2.3. For Part C: Empanelled MSME and New Enterpreneur's

- 3.2.4. All MSMEs registered with agencies/ bodies specified by Ministry of MSME are eligible to participate in the Tender.
- 3.2.5. As per MNRE Order regarding 'Operational Guidelines for New Entrepreneurs' (File No. 5/22/2013-14/RT dated 18.09.2015), new entrepreneurs shall be eligible to participate in this tender.
- 3.2.6. Bidders should not be blacklisted from Ministry of Corporate Affair or any other Government bodies/ PSUs etc.
- 3.2.7. Bidders should have valid GST Number or as per statutory requirement.
- 3.2.8. General particulars of bidders as per Format-2

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- 3.2.9. Only New Entrepreneurs, with their firms registered/ incorporated during the last 07 (Seven) years from the last date of bid submission are allowed to participate in Part C.
- 3.2.10. Any bidder eligible for participation in either PART-A or PART-B, is not allowed to participate in PART-C. Bidders in PART-C will have to submit notarised affidavit to this effect.
- 3.2.11. NB: If the bidder's submitted information is found to be false declaration or misrepresentation, the bidder(s) shall be out rightly rejected or debarred or blacklisted from SECI's future tenders.

3. 3 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

GENERAL

The Special Instructions (for e-Tendering) supplement Section 3.3 'Instruction to Bidders', as given in this Request for Selection (RfS) Document. Submission of Online Bids is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <u>https://www.bharat-electronictender.com</u> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender[®]. A portal built using ElectronicTender's software is also referred to as ElectronicTender System[®] (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

- 1. Procure a Class III Digital Signing Certificate (DSC).
- 2. Register on Electronic Tender System® (ETS)
- 3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- 4. View Notice Inviting Tender (NIT) on ETS
- 5. For this tender -- Assign Tender Search Code (TSC) to a MA

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- 6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
- 7. Clarification to Tender Documents on ETS
 - (a) Query to SECI (Optional)
 - (b) View response to queries posted by SECI
- 8. Bid-Submission on ETS
- 9. Respond to SECI Post-TOE queries
- 10. Participate in e-Reverse Auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

Registration

To use the ElectronicTender® portal <u>https://www.bharat-electronictender.com</u>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

- Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <u>https://www.bharat-electronictender.com</u>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
- 2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	<u>support@isn-ets.com</u> (Please mark CC : support@electronictender.com)

3.3.1 Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts

- Envelope I (Technical-Bid)
- Envelope II (Financial-Bid)

Submission of Digitally Signed copy of Tender Documents/ Addendum

Offline submission of documents:

In addition to the above, the bidders are required to submit the following documents physically offline also in a Sealed Envelope, failing which the technical bids will not be opened.

- 1. Covering Letter as per the format given in Tender document.
- 2. Original Copy of the Bid Bond in the form of a Bank Guarantee.
- 3. Original Power of Attorney supplemented with Board Resolutions (For Part A and Part B)
- DD/ Banker's Cheque/ NEFT Details for Bid Processing Fees/ Bid Security amount, drawn in favour of Solar Energy Corporation of India Limited, New Delhi, payable at New Delhi against payment of Tender Processing Fees
- 5. Original copy of the Consortium Agreement, If any
- 6. The Pass-Phrase to decrypt the relevant Bid-Part in a sealed envelope before the start date and time of the Tender Opening Event (TOE).
- 7. Bidders in PART-C will have to submit notarised affidavit declaring their ineligibility to participate in either Part A or Part B.

Contact Persons Name: Shri Manas Ranjan Mishra, Manager (Contracts)

The envelope shall bear {the name of Zone(s) and Capacity}, the RfS No. and the words 'DO NOT OPEN BEFORE' (due date & time).

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

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Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted^{™®} functionality, the contents of both the 'Electronic Forms^{®'} and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

<u>CAUTION:</u> All bidders must fill Electronic Forms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms[®] and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms[®] is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms[®], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. <u>If variation is noted between the information contained in the Electronic Forms[®] and the 'Main-Bid', the contents of the Electronic Forms[®] shall prevail.</u>

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

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Other Instructions

For further instructions, the vendor should visit the home-page of the portal <u>https://www.bharat-electronictender.com</u>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
- 2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
- 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- 4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. <u>Note</u>: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- 5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

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- 6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
- 7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'.
- NOTE: While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

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

For further assistant please contact ISN-ETS Helpdesk as specified below.

Customer Support: +91-124-4229071, 4229072 (10 AM to 6 PM Monday to Friday except Government Holidays)

Helpdesk email ID: <u>support@isn-ets.com, support@electronictender.com</u>

3.4. BID SUBMISSION BY THE BIDDER

- 3.4.1 The information and/ or documents shall be submitted by the Bidder as per the formats specified in this RfS document.
- 3.4.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder then scanned and uploaded in the Techno-Commercial Bid Part.
- 3.4.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Eligibility Criteria Clause to the satisfaction of SECI. Under PART-A, PART-B and PART-C, Bidder shall also furnish unconsolidated/ consolidated audited annual accounts in

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support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last 03 (Three) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.

3.4.4 In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from the Statutory Auditor and Authorized signatory along with provisional Annual Account signrd by directors of the company and certificate by Chartered Accountant. In such a case, the Applicant shall provide the Audited Annual Reports for 03 (Three) years preceding the year; or from the date of incorporation if less than 03 years; for which the Audited Annual Report is not being provided.

Offline submission of documents:

- In addition to the above, the bidders are required to submit the following documents physically offline also in a Sealed Envelope, failing which the technical bids will not be opened.
- 1. Covering Letter as per format given in tender document.
- 2. Original copy of the Bid Bond in the form of a Bank Guarantee.
- 3. Original Power of Attorney supplemented with Board resolutions. (Part A & Part B) and Declration for Part C
- 4. DD/ Bankers Cheque/ NEFT Receipt for the amount as prescribed in Bid Information Sheet, drawn in favour of Solar Energy Corporation of India Limited, New Delhi, payable at New Delhi against payment of Tender Processing Fees
- 5. Original copy of the Consortium Agreement, if any (Part A & Part B)
- 6. The Pass-Phrase to decrypt the relevant Bid-Part in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

Contact Persons Name: Shri Manas Ranjan Mishra, Manager (Contracts)

- The envelope shall bear {the name of State(s) and Capacity}, the RFS No. and the words 'DO NOT OPEN BEFORE' (due date & time).
- Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

3.5 BID SUBMITTED BY A BIDDING COMPANY

The Bidding Company should designate one person to represent the Bidding Company in its dealings with SECI. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original (as per Format - 6), authorizing the signatory of the Bid.

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3.6 CLARIFICATIONS AND PRE-BID MEETING

- 3.6.1 SECI will not enter into any correspondence with the Bidders, except to furnish clarifications on RfS Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RfS online, also soft copy by e-mail to reach SECI at the address, date and time mentioned in Bid information sheet.
- 3.6.2 The Bidder(s) or their authorized representative(s) is/ are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by SECI.
- 3.6.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RfS including in particular, issues raised in writing and submitted by the Bidders.
- 3.6.4 SECI is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.7 AMENDMENTS TO RfS BY SECI

- 3.7.1 At any time prior to the deadline for submission of Bids, SECI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RfS document by issuing clarification(s) and/ or amendment(s).
- 3.7.2 The clarification(s)/ amendment(s) (if any) shall be notified on SECI website <u>www.seci.co.in</u>/ ETS Portal of ISN (<u>https://www.bharat-electronictender.com</u>) at least 02 (Two) days before the proposed date of submission of the Bid. If any amendment is required to be notified within 02 (Two) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 3.7.3 SECI will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.
- 3.7.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid due date /time shall be extended and it will be for the Bidders to submit fresh Bids/supplementary bids as the date notified by the SECI for the purpose.
- 3.7.5 All the notices related to this Bid which are required to be publicized shall be uploaded on <u>www.seci.co.in</u>/ ETS Portal of ISN (<u>https://www.bharat-electronictender.com</u>).

3.8 BIDDING PROCESS

3.8.1 BID FORMATS

3.8.1.1 The Bid in response to this RfS shall be submitted by the Bidders in the manner provided in Clause 3.4 of Part - II. The Bid shall comprise of the following:

(A) ENVELOPE- I (COVERING LETTER, BID PROCESSING FEE AND BID BONDS etc) (TO BE SUBMITTED OFF-LINE AND ONLINE BOTH)

i. Covering Letter as per prescribed Format - 1.

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- ii. For all the Bidders, bid processing fee @ INR 6,000/- inclusive of taxes and duties for each Bidder
- Bid Bond, as per the prescribed Format 3 shall be submitted separately for different Zone for Part-A and Part-B of India for the tendered capacity of Zone in a separate envelope as per Clause 3.13.
- iv. Checklist for Bank Guarantee submission requirements as prescribed in Format 5.
- v. Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format 6 or standard power of attorney in favour of authorized person signing the Bid. (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013). However, Employer may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.
- vi. Original copy of the Consortium Agreement, If any (Part A & Part B)
- vii. The Pass-Phrase to decrypt the relevant Bid-Part in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

- (B) ENVELOPE- II TECHNO-COMMERCIAL DOCUMENTS (TO BE SUBMITTED ONLINE ONLY)
- i. Covering Letter as per prescribed Format 1.
- ii. Certificate of Incorporation of Bidding company/Bidding consortium/parent Company as applicable.
- iii. General particulars of bidders as per Format 2.
- iv. Bidder's composition and ownership structure as per prescribed Format-A as Shareholding certificate certified by Director/practicing Chartered Accountant / Company Secretary and Authorised signatory of the company for Part A & Part B.
- v. Document in support of meeting Eligibility Criteria as per Eligibility Criteria Clause section for PART-A, PART-B and PART-C
- vi. Document in support of meeting Technical Eligibility Criteria as per Technical Eligibility Criteria Clause section for PART-A and PART-B only.
- vii. Details for meeting Financial Eligibility Criteria as per Financial Eligibility Criteria for Part A and Part B only.



- viii. Undertakings from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company as per Format 9, if applicable.
- ix. Format 8, if applicable, supported by Board Resolution of the Parent Company/ Ultimate Parent Company of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- x. Signed and stamped Copy of RfS Documents (First and Last Pages including Covering Pages of each Parts) including amendments & clarifications (on each page) by Authorised signatory.

N.B: Covering letter shall be submitted online and offline both.

(C) ENVELOPE III- PRICE BID(S) (To be submitted online only)

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory.

- i.) The Bidder shall submit sealed Price Bid for different Zones of India separately in the Format provided in excel (as applicable for PARTA/ PARTB/ PARTC). Each envelope shall be superscribed as "Price Bid for ____MWp capacity for Zone-1/ Zone-2/ Zone-3/ Zone-4 for particular PART (Part-A/ Part-B/ Part C) (Strike out whichever not applicable). All the Price Bids shall be put in Envelope-III.Only online price bids shall be considered.
- ii.) CAUTION: All bidders must fill Price Bid in ElectronicForms[™] for each bid-part sincerely and carefully and avoid any discrepancy between information given in the ElectronicForms[™] and the corresponding Main-Bid. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms[™], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted in price bid submitted between the information contained in the Electronic Forms[™] and the 'Main-Bid', the contents of the Main Bid shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

3.9 BID DUE DATE

The Bidder should submit the Bids so as to reach the address indicated below by 11:00

Shri Manas Ranjan Mishra Manager (Contracts & Procurement) Solar Energy Corporation of India Limited D-3, 1st Floor, Wing A, Prius Platinum Building, District Centre, Saket, New Delhi - 110017

3.10 VALIDITY OF BID

3.10.1 The bid and the Price Schedule included shall remain valid for **a period of 06 (Six) months** from the last date of submission of bids, with bidder having no right to withdraw, revoke or



cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, SECI shall forfeit the Bid Bond furnished by him. *Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.*

3.10.2 In exceptional circumstances when letter of allocation is not issued, SECI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

3.11 METHOD OF BID SUBMISSION

- 3.11.1.1 Bids are required to be submitted online and offline mode. The offline documents are to be submitted in a single sealed cover envelope namely Envelope-I containing Covering Letter, Bid Processing Fee and Bid Bonds etc. as referend under clause 3.8.1.1.A above. It should be duly sealed and signed.
- 3.11.2 Outermost envelope should be superscribed as "Offline Documents for Implementation of 97.5 MWp Grid connected Roof Top Solar PV System Scheme in different Zones of India" _____ Envelope I (Covering Envelope) along with the "BID DUE DATE".
- 3.11.3 The Bidders have the option of sending their Offline Documents either by Registered Post or Speed Post or Courier or by Hand Delivery, so as to reach SECI Office by the Bid Deadline. Documents submitted by telex/ telegram/ fax/ e-mail shall not be considered under any circumstances. SECI shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. *It should be noted that Offline Document envelope shall not contain any information/ document relating to Price Bid.* SECI shall not be responsible for premature opening of the Price Bids in case of non-compliance of above.
- 3.11.4 All pages of the offline documents, except for the Bid Bond, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall digitally sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document Bidders shall submit the Bid in original, duly signed by the authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by SECI.
- 3.11.5 If the outer cover envelope or Envelope I (Covering Envelope) is not enclosed and not super scribed as per the specified requirement, SECI will assume no responsibility for the Bid's misplacement or premature opening.
- 3.11.6 The envelope shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of

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the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFS document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

3.12 COST OF BIDDING

3.12.1 The bidder shall bear all the costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of bid even though SECI may elect to modify/ withdraw the invitation of Bid.

3.13 <u>BID BOND (To be submitted in original form offline only. Scan copy shall also be uploaded)</u>

The Bidder shall furnish Interest Free Bid Bond in the form of Bank Guarantee (BG)/ Demand Draft drawn in favour of "Solar Energy Corporation of India Limited", payable at New Delhi. The validity of Bid Bond shall be for a period of **06** (Six) Months from the Bid Deadline. Bid Bond shall be submitted separately for PART-A and PART-B respectively for each Zone. The Bid Bond of unsuccessful bidders shall be returned within 30 days from the date of issuance of Letter of Allocation(s) on bidder's request. Bid bond(s) of Successful bidder shall be released after the receipt of PBG in the format prescribed by SECI and after the receipt of confirmation of their PBG's from their respective banker.

The formula applicable to calculate the Bid Bond amount under PART-A/ PART-B will be:

Bid Bond amount = (INR 400,000) X Bid Capacity in MWp

The Bid Bond shall be denominated in Indian Rupees and shall:

- i. at the Bidder's option, be in the form of either a Demand Draft or a Bank Guarantee from the List of Banks as indicated in Annexure B
- ii. be confirmed for payment by the branch of the bank giving the Bank Guarantee at New Delhi.
- iii. be submitted in its original form; copies will not be accepted and remain valid for a minimum period of 6 months from the date of original Techno Commercial bid opening, or beyond any period of extension subsequently requested under Clause 3.10.2. In case of extension in bid opening date, bidder has to either submit the amended BG valid for 06 months from actual date of bid opening or amended BG if requested by SECI after actual bid opening for requisite period.
- iv. <u>be effective only when the BG issuance or amendment message is transmitted by the issuing Bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Limited and a confirmation in this regard is received by SECI. Message Type: IFN760COV to be used by Issuing Bank.</u>

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- 3.13.1 The Successful Bidder shall sign and stamp the Letter of Allocation (LOA) and return the signed & stamped duplicate copy of the same to SECI within 07 days from the date of its issuance.
 - 3.13.2 The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to SECI under following circumstances:
 - a. Hundred Percent (100%) of Bid Bond amount of the proposed capacity, if a Bidder withdraws/ revokes or cancels or unilaterally varies his bid of any State in any manner during the period of Bid Validity specified in the RfS document and in accordance with the Clause 3.10.2 of Part -II.
 - b. Hundred Percent (100%) of Bid Bond amount of the proposed capacity, if the Successful Bidder fails to unconditionally accept the Letter of Allocation of any State within 14 days from the date of its issuance.
 - c. Hundred Percent (100%) of Bid Bond amount of the proposed capacity, if the Successful Bidder fails to furnish the "Performance Security" for any State after 14 days.

3.14 PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE (PBG)

3.14.1 In case of PART-A, Part B and PART-C Seperately for each Zone

Within 14 (Forteen) days from the date of issuance of Allocation letter, Successful Bidder shall furnish the Performance Security for the allocated capacity only. PBG shall be submitted for different Zone.

The formula applicable to calculate the PBG amount will be:

a) For Zone-1, Zone-2 and Zone-3:

PBG amount = (INR 1,200,000) X Allocated Capacity in MWp in a Zone.

b) For Zone-4:

PBG amount = (INR 3,180,000) X Allocated Capacity in MWp in a Zone

The Bank Guarantee shall be effective only when the BG issuance or amendment message is transmitted by the issuing Bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Limited and a confirmation in this regard is received by SECI. Message Type: IFN760COV to be used by Issuing Bank.

3.14.2 SECI at its sole discretion may cancel the allocated capacity and forfeit 100% of Bid bond, in case of required Performance security is not submitted by the successful bidders within 14 days from issuance of Allocation Letter as per Clause 3.14.1. and 1.7 of Section - III SECI may give offer to the next eligible bidder (L2, L3....so on, till the capacity of particular Zone is not exausted completely) will be offered a chance to submit their PBG for the quoted capacity as mentiuoned in above formula within 14 (Forteen) days from issuance of LOA from SECI subject to matching the L1 price of the particular Zone. However, total project completion period shall remain same as per issuance of LoA to first Bidder at initial stage. Part PBG shall not be accepted.

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- 3.14.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- a. a Demand Draft or a Bank Guarantee from the List of Banks as indicated in Annexure B
- b. be confirmed for payment by the branch of the Bank giving the Bank Guarantee at New Delhi.
- 3.14.4 The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to SECI.
- a. If the Successful Bidder is not able to identify the projects and submit Project Sanction Documents to the satisfaction of SECI, PBG amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the Projects and submit Project Sanction Documents.
- b. If the Successful Bidder is not able to commission the projects to the satisfaction of SECI, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, Hundred Percent (100%) PBG amount furnished for the Sanctioned Capacity, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of SECI, for the any of the locations, which are notified or not by SECI in the RfS or otherwise and for which Allocation Letter/ Sanction Letter has been issued.
- c. In all the above cases corresponding unidentified/ non-commissioned capacity shall stand cancelled.
- d. The Performance Security shall be valid for a minimum period of 5 years from the date of issuance of Allocation Letter(s) and shall be renewed/ extended till the completion of 5 years (05 Year for RESCO and CAPEX Projects) of O&M period. In case of CAPEX Projects (Part A and Part C), the Performance security shall be released after 5 years of successful O&M from the date of commissioning with the compliance of entire obligations in the contract.
- e. In case of RESCO projects (Part-B), the Performance security shall be released after 05 (Five) year of successful O&M from the date of commissioning with the compliance of entire obligations in the contract.

NB: In case the successful bidder is not able to furnish the PBG for 5 year of validity, then PBG with initial validity period of 2 year may also be accepted by SECI provided the successful bidder shall renew/extend the PBG, 30 days prior the expriry of the same. If the successful bidder doesnot extend the PBG, the same shall be forfeited by SECI.

- 3.14.5 Following additional clause shall be read in conjuction with the clauses mentioned in the RfS documents:
 - a. The successful bidder/ developer has to successfully demonstrate the performance parameters as mentioned in clause no. 8 of GCC including subsequent Amendment-II related to PR and CUF. Incase of non-achievement of minimum CUF of 15% for General Category States and 13.5% for Special Category States for a period of 5 years for CAPEX Projects and 05 year for RESCO Projects, then the PBG forfeiture will be on pro-rata/ partial basis.
 - b. Partial capacity commissioning of the sanctioned project may be allowed.

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a. OPENING OF BIDS

i. Offline Document Envelope, of the Bidders shall be opened at 12:00 Noon on Bid Deadline date at the venue indicated herein above, in the presence of one representative from each of the Bidders who wish to be present.

The bidders are required to submit the offline documents in a Sealed Envelope as per clause 3.8.1.1.A above, failing which the Online Technical bids will not be opened.

ii. Name of the Bidder, and capacity offered for Different Zones of RfS in Part-A, PART B and Part C, shall be read out to all the Bidders at the time of opening of Envelope-I.

b. RIGHT TO WITHDRAW THE RfS AND TO REJECT ANY BID

- i. This RfS may be withdrawn or cancelled by SECI at any time without assigning any reasons thereof. SECI further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- SECI reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RfS and make its own judgment regarding the interpretation of the same. In this regard the SECI shall have no liability towards any Bidder and no Bidder shall have any recourse to SECI with respect to the selection process. SECI shall evaluate the Bids using the evaluation process specified in RfS, at its sole discretion. SECI decision in this regard shall be final and binding on the Bidders.
- ii. SECI reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by SECI will be full and final.

c. ZERO DEVIATION

i. This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

EXAMINATION OF BID DOCUMENT

- ii. The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- iii. The Bidder shall be deemed to have examined the bid document including the agreement/ contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.



- iv. Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation/ alteration/ amendment/ modification in Bid documents shall not be accepted by SECI.
- v. Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

4.0 INCORPORATION OF A PROJECT COMPANY

- 4.1 In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/ obtained in the name of the Bidding Company transferred in the name of the Project Company.
- 4.2 Only 100% subsidiary is allowed as Project Company, for implementation of project either in part of full capacity Allocated
- 4.3 In case the bidder is a foreign company/ entity and is bidding independently or as a partner of JV/ Consortium, the bidder needs to establish a subsidiary at India as per applicable Rules of Government of India in the event of Issuance of LOA. The said process shall be completed maximum within 60 days from the date of issuance of LOA.
- 4.4 The Bidding Company has to ensure that there is no change in share holding of project company prior to 05 (Five) Years from the date of Commissioning of the sanctioned capacity except with the prior approval of SECI.



ELIGIBILITY CRITERIA

Proposed Capacity distribution:

	Tendered Capacity	Minimum Bid Capacity	Maximum Bid Capacity
CAPEX (Part-A)	10 MWp	100 kWp	1 MWp
RESCO (Part-B)	85 MWp	1 MWp	10 MWp
CAPEX New Entrepreneur (Part-C)	2.5 MWp	50 kWp	250 kWp

ELIGIBILITY CRITERIA

1.1 **GENERAL ELIGIBILITY CONDITIONS**

- 1.2 The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed Partnership Deed and registered as per Sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership (LLP) Firm registered under Section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. Those firms barred by Government Departments as well as those firms against whom sanction for conducting business is imposed by Government of India and those firms with whom business is banned by the Employer.
- 1.3 A copy of Certificate of Incorporation (Col), Partnership Deed or LLP/ Sole Proprietor Registration, as applicable and relevant shall be furnished along with the bid in support of above.
- 1.4 The Bid Processing Fees and EMD are exempted for MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar/ DIC Categories only. The Bid Processing Fees and Bid Bond are waived off only for those MSMEs in Joint Venture/ Consortium, wherein all the Joint Venture/ Consortium members are registered with NSIC/ Udyog Aadhaar/ DIC Categories.
- 1.5 In case the successful bidder is a Partnership Firm or a Proprietorship Firm or an LLP, it would be mandatory to incorporate a Project Company to execute the allocated capacity(ies). The said Project Company has to be formed maximum within 45 (Forty Five) days from the date of issuance of Letter of Allocation (LoA) by SECI.

TECHNICAL ELIGIBILITY CRITERIA:

1.2.1: FOR RESCO PART

The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants and Solar Systems of cumulative Capacity of <u>not less than</u> <u>500 kWp</u> in the last 07 (Seven) Financial Years and till last date of bid opening. The SPV Power Plants and Solar Systems must be commissioned and should be in satisfactory operational.

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AND


The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 02 (Two) Grid Connected Solar PV Power Plants and Solar Systems of individual minimum capacities of **not less than 100 kWp** in the last 07 (Seven) Financial Years and till last date of bid opening. The SPV Power Plants and Solar Systems must be commissioned and should be in satisfactory operation.

1.2.2: For CAPEX PART

The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants and Solar Systems of cumulative Capacity of <u>not less than 50</u> <u>kWp</u> in the last 07 (Seven) Financial Years and till last date of bid opening. The SPV Power Plants and Solar Systems must be in satisfactory operation for at least six (06) months from the date of commissioning.

AND

The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 02 (Two) Grid Connected Solar PV Power Plants and Solar Systems of individual minimum capacities of **not less than 10 kWp** in the last 07 (Seven) Financial Years and till last date of bid opening. The SPV Power Plants and Solar Systems must be in satisfactory operation for at least six (06) months from the date of commissioning.

1.2.3: For CAPEX part open for New Entrepreneur for PART - C

No Minimum Technical Eligibility Criterea. Should have valid GST resistration. Should be registered with any of the following agencies/ bodies specified by Ministry of MSME and involved in the business of Solar equipments.

(i) District Industries Centre (DIC)

- (ii) National Small Industries Corporation (NSIC)
- (iii) Udyog AADHAR

Only New Entrepreneurs, with their firms registered/incorporated during the last seven years from the last date of bid submission are allowed to participate in Part C.

A scanned copy of certificate of incorporation/Deed/Agreement shall be furnished in the bid (through online mode)

2. FINANCIAL ELIGIBILITY CRITERIA: 2.1 NET WORTH

"Net Worth" of the Bidder shall be calculated as per Company Act 2013. The net worth for the last financial year should be positive.

a. The Net Worth of the Bidder should be equal to or **greater than INR 80 Lakhs per MW** of the quoted capacity for **RESCO Mode Only**, as on the last date of previous Financial Year, i.e. FY 2018-19, if available or 2017-18, or as on the date at least 07 days prior to Bid submission

b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.

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C. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto. In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net Worth shall be equal to Partner's Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves).

C.2 LIQUIDITY

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the **Project in PART-A and PART-B**, the Bidder shall be required to demonstrate at least one of the following parameters:

a. **A minimum annual turnover of INR 50 Lakhs/ MW** of the quoted capacity during the previous financial year, i.e. FY 2018-19, if available or 2017-18, or as on the date at least 07 days prior to Bid submission. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) **for a minimum amount of INR 10 Lakhs/ MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2018-19, if available or 2017-18, or as on the date at least 07 days prior to Bid submission.

c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit **for a minimum amount of INR 12.5 Lakhs/ MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

d.In case of transfer of capacity from Capex to Resco Mode the Bidder has to comply the Technical as well as Financial Qualification Criteria i.e Net worth for the proposed capacity at the time of Bid submission schedule. Requisite documents in this case will be submitted by the successful Bidder along with the application for Transfer of capacity.

2.3: For CAPEX part open for New Entrepreneur for PART-C

No Minimum Financial Eligibility Criteria for PART–C Bidders. Any bidder eligible for participation in either PART –A or PART B, is not allowed to participate in PART C.

3. JOINT VENTURE CRITERIA

In case the bid is submitted by a Joint venture (JV) or Consortium of two or more firms as partners, the lead partner will be required to meet the financial eligibility criteria

3.1 Void

3.2 All the partners of the JV/ Consortium must meet collectively 100% of Technical Eligibility Conditions given above.

3.3 Void.

3.4 A Joint Venture (JV), may or may not be incorporated as a Registered Company.

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3.5 A Joint Venture (JV), if incorporated as a Registered Company, is required to submit ÉMD and Performance Security in the name of Joint Venture only. In case of Consortium or a JV has not formed a Registered Company, the EMD and Performance Security shall be submitted in the name of Lead Partner only.

3.6 JV is required to submit Form of Undertaking by the JV Partners and Form of Power of Attorney as per prescribed formats. Consortium is required to submit Form of Undertaking by the Consortium Partners and Form of Power of Attorney as per prescribed formats.

3.7 JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV.

3.8 In order to avail the benefits of exemptions in JV/ Consortium, all the partners of JV/ Consortium must be MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar Category only.

4. Restriction of non-performing Bidders

SECI's rooftop solar tenders have provision of debarring non-performing bidders. In order to avoid failure of scheme, the bidders who have not implemented even a single project under SECI's scheme after accepting Letter of Allocation issued in last three years as on last date of submission of bids shall be restricted from participating in this tender.

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PART - III EVALUATION CRITERIA & INCENTIVE DISBURSEMENT

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1. BID EVALUATION

The evaluation process comprises the following four steps:

- Step I : Responsiveness check of Techno Commercial Bid
- Step II : Evaluation of Bidder's fulfilment of Eligibility Criteria
- Step III : Evaluation of Price Bid
- Step IV : Successful Bidders(s) selection

1.1. **RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID**

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RfS subject to Clause 3.3 of Part - II. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of SECI:

- a. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, Bid Bond, etc.;
- b. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFS;
- c. Material inconsistencies in the information /documents submitted by the Bidder, affecting the Eligibility Criteria;
- d. Information not submitted in the formats specified in this RFS;
- e. Bid being conditional in nature;
- f. Bid not received by the Bid Deadline;
- g. Bid having Conflict of Interest;
- h. More than one Member of a Bidding Company using the credentials of the same Parent Company /Affiliate;
- i. Bidder delaying in submission of additional information or clarifications sought by SECI as applicable;
- j. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RfS before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up. Clause 3.3 of Part - II shall be used to check whether each Bidder meets the stipulated requirement.

1.2 **PRELIMINARY EXAMINATION**

1.2.1 SECI will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.

1.2.2 Arithmetical errors will be rectified on following basis. If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

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1.3 EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA

1.3.1 Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.3. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid non-responsive.

1.4 EVALUATION OF PRICE BID

Price Bid of the Qualified Bidders shall be opened in online presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by SECI to the Bidders through SECI website <u>www.seci.co.in</u>/ ETS Portal of ISN (<u>https://www.bharat-electronictender.com</u>) or Email. The evaluation of Price Bid shall be carried out based on the information furnished in Financial Bid (Price Bid). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RfS. Any Bid not meeting any of the requirements of this RFS may cause the Bid to be considered "Non-responsive" at the sole decision of the SECI.

1.4.1 PART-A and PART-C

- a. The Price bids for the **PART-A and PART-C** for different Zones (either Zone-1 or Zone-2 or Zone-3 or Zone-4) shall be evaluated separately
- b. The Project Cost shall be calculated up to two decimal places. However, in case of a tie, capacity shall be allocated to the bidder having the maximum proposed capacity as per the covering letter. Incase of further tie in the bid capacities, allocation shall be done on proportionate basis at sole discretion of SECI.
- c. Total Project cost shall be considered during evaluation as mentioned in Price Bid format.

1.4.2 **PART-B**

- a. The Price bids for the **Part-B** for different Zones (either Zone-1 or Zone-2 or Zone-3 or Zone-4) shall be evaluated separately.
- b. The Fixed tariff shall be calculated up to three decimal places. However, in case of a tie, capacity shall be allocated to the bidder having the maximum proposed capacity as per the covering letter.

1.5 SUCCESSFUL BIDDER(S) SELECTION

- 1.5.1 Bids qualifying in Clause 1.4 shall only be evaluated in this stage.
- 1.5.2 Project Cost/ Fixed tariff requirement quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest for Zone wise (Zone-1, Zone-2, Zone-3 and Zone-4) for PART-A, PART-B and PART-C separately.

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1.5.3 Allocation of Capacity

- 1.5.3.1 **For PART-A:** Based on the price bid quoted by the bidders, SECI shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ (L1 being the lowest quote)
- 1.5.3.2 For all the Zone (Zone-1, Zone-2, Zone-3 and Zone-4), Zone wise lowest bidder will be declared as the successful bidder separately. Quoted capacity subject to maximum limit in the respective Zone will be allocated to the bidder
- 1.5.3.3 For further allocation, (after allocating the quoted capacity to the L1 bidder) based on the price bid quoted by the bidders, SECI shall arrange the bids in the ascending order i.e. L2, L3, L4 _ _ _ and so on (L2 being the second lowest quote) and start allocating the Quoted capacity (subject to matching of price of L1 by the bidder) in the ascending order as mentioned above. SECI shall allocate the capacity until the tender capacity is fulfilled for PART-A.
- 1.5.3.4 Similar process as per clause 1.5.3.3, 1.5.3.3 & 1.5.3.4 will be adopted for all the Zone separately.
- 1.5.3.5 All the qualified bidders of all the Zone except the L1 bidder will be given 7 days from the date of notification of discovered Price on SECI website (<u>www.seci.co.in</u>) to give their consent to execute the work at L1 price of that particular Zone, failing which it will be assumed that they are not interested to match L1 price and their capacity shall be allocated to the other successful bidder(s) who wish to match the same. SECI as its sole discretion may increase the timeline as indicated above.
- 1.5.3.6 At any instance, for any Zone, if only one bidder submits the bid that too for a part capacity. In such cases, SECI at its sole discretion may allocate the additional capacity equal to the bidded capacity to the same bidder based on the bidder's consent. If the capacity still remains unallocated for that Zone, SECI may invite consent from the other successful bidders for executing the balance unallocated capacity of another Zone and the same may be allocated to the other interested bidders depending upon their consent. The capacity will be allocated as per the methodology mentioned in para 1.5.3.2., 1.5.3.3, 1.5.3.4 and 1.5.3.5 as per SECI's discretion. After exercising this option, if the capacity still remains unallocated in any Zone or PART, SECI will consider transferring it to other Zone or PART as per bids recived.
- 1.5.3.7 **For Part B:** Based on the price bid quoted by the bidders, SECI shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ (L1 being the lowest quote).
- 1.5.3.8 For all the Zone (General Zone-1, Zone-2, Zone-3 and Zone-4), Zone wise lowest bidder will be declared as the successful bidder separately.
- 1.5.3.9 For further allocation, (after allocating the quoted capacity to the L1 bidder) based on the price bid quoted by the bidders, SECI shall arrange the bids in the ascending order i.e. L2, L3, L4 _ _ _ and so on (L2 being the second lowest quote) and start allocating the Quoted capacity (subject to matching of price of L1 by the bidder) in the ascending order as mentioned above. SECI shall allocate the capacity until the tender capacity is fulfilled for PART-B.

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- 1.5.3.10 Similar process as per clause 1.5.3.8, 1.5.3.9 & 1.5.3.10 will be adopted for both the Zone separately.
- 1.5.3.11 All the qualified bidders of all the Zone except the L1 bidder will be given 7 days from the date of notification of discovered Price on SECI website (<u>www.seci.co.in</u>) to give their consent to execute the work at L1 price of that particular Zone, failing which it will be assumed that they are not interested to match L1 price and their capacity shall be allocated to the other successful bidder(s) who wish to match the same. SECI as its sole discretion may increase the timeline as indicated above.
- 1.5.3.12 At any instance, for any Zone, if only one bidder submits the bid that too for a part capacity. In such cases, SECI at its sole discretion may allocate the additional capacity equal to the bidded capacity to the same bidder based on the bidder's consent. If the capacity still remains unallocated for that Zone, SECI may invite consent from the other successful bidders for executing the balance unallocated capacity of another Zone and the same may be allocated to the other interested bidders depending upon their consent. The capacity will be allocated as per the methodology mentioned in para 1.5.3.8., 1.5.3.9, 1.5.3.10 and 1.5.3.11 as per SECI's discretion. After exercising this option, if the capacity still remains unallocated in any Zone or PART, SECI will consider transferring it to other Zone or PART as per bids recived.
- 1.5.3.13 **For PART-C:** Based on the price bid quoted by the bidders, SECI shall arrange the bids in the ascending order i.e. L1, L2, L3, ___ (L1 being the lowest quote).
- 1.5.3.14 For all the Zone (General Zone-1, Zone-2, Zone-3 and Zone-4), Zone wise lowest bidder will be declared as the successful bidder separately.
- 1.5.3.15 For further allocation, (after allocating the quoted capacity to the L1 bidder) based on the price bid quoted by the bidders, SECI shall arrange the bids in the ascending order i.e. L2, L3, L4____ and so on (L2 being the second lowest quote) and start allocating the Quoted capacity (subject to matching of price of L1 by the bidder) in the ascending order as mentioned above. SECI shall allocate the capacity until the tender capacity is fulfilled for PART-C.
- 1.5.3.16 Similar process as per clause 1.5.3.14, 1.5.3.15 & 1.5.3.16 will be adopted for both the Zone separately.
- 1.5.3.17 All the qualified bidders of all the Zone except the L1 bidder will be given 7 days from the date of notification of discovered Price on SECI website (<u>www.seci.co.in</u>) to give their consent to execute the work at L1 price of that particular Zone, failing which it will be assumed that they are not interested to match L1 price and their capacity shall be allocated to the other successful bidder(s) who wish to match the same. SECI as its sole discretion may increase the timeline as indicated above.
- 1.5.3.18 At any instance, for any Zone, if only one bidder submits the bid that too for a part capacity. In such cases, SECI at its sole discretion may allocate the additional capacity equal to the bidded capacity to the same bidder based on the bidder's consent. If the capacity still

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remains unallocated for that Zone, SECI may invite consent from the other successful bidders of PART C only for executing the balance unallocated capacity of another Zone and the same may be allocated to the other interested bidders depending upon their consent. The capacity will be allocated as per the methodology mentioned in para 1.5.3.14., 1.5.3.15, 1.5.3.16 and 1.5.3.17 as per SECI's discretion. After exercising this option, if the capacity still remains unallocated in any Zone or PART, SECI will consider transferring it to other Zone or PART as per bids received.

- 1.5.3.19 In line with above methodology, SECI shall allocate the capacity until the Tender Capacity is fulfilled.
- 1.5.3.20 The selection process shall stand completed once the Tender Capacity has been achieved through the summation of the capacity offered by the Successful Bidders or when the balance or the Tender Capacity is less than the Minimum Tender Capacity.
- 1.5.3.21 The Letter(s) of Allocation (LOA) shall be issued to all such Successful Bidders(s) selected as per the provisions of this Clause 1.5.3.
- 1.5.4 Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to SECI within 07 (Seven) days of issue of LOA.
- 1.5.4.1 If the Successful Bidder, to whom the LOA has been issued does not fulfil any of the conditions specified in Bid document, then SECI reserves the right to annul/cancel the award of the Letter of Allocation of such Successful Bidder.
- 1.5.4.2 SECI at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion
- 1.5.4.3 There shall be no negotiation on the quoted price/ Fixed tariff between SECI and the Bidder(s) during the process of evaluation.

1.6 INCREASE OF BIDDER ALLOCATED CAPACITY

- 1.6.1 During Allocation Stage only, SECI reserves the right to increase the Bidder(s) Allocated Capacity up to fifty percent (50%) for different Zone at the sole discretion of SECI on the request of the successful bidder.
- 1.6.2 In case capacity is enhanced by SECI as per Clause 1.5.3 above, Successful bidder shall submit the equivalent amount of PBG to SECI within 14 days from the date of issuance of Sanction letter, failing which sanctioned capacity shall stands cancelled.

1.7 TRANFER OF CAPACITY

In case a Successful Bidder is unable to execute the allocated project in the allotted Zone as per Letter of Allocation, SECI shall allow transfer of allocated capacity in full or part. The Transfer of Capacity is described below:

For PART-A, PART-B and PART-C:

1.7.1 From One Zone to another Zone, the capacity transfer shall be as follows:

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SECI may allow transfer of allocated capacity from any of the three Zones (Zone-1, Zone-2 and Zone-3) to Zone-4 at its sole discretion. However, transfer of allocated capacity shall be done at the lowest L-1 Project Cost/ Tariff of the proposed zones (i.e. Proposed). In that case incentive of the proposed zone shall be disbursed by SECI to successful bidders subject to matching L1 Project Cost/ Tariff of Zone-4.

1.7.2 From Zone-4 to any of the three Zones (Zone-1, Zone-2 and Zone-3), the capacity transfer shall be as follows:

SECI may allow transfer of allocated capacity from Zone-4 to any of the three Zones (either Zone-1, Zone-2 or Zone-3) at its sole discretion. However, transfer of allocated capacity shall be done at the lowest L-1 Project Cost/ Tariff of the proposed zones (i.e. Proposed). In that case incentive of the proposed zone shall be disbursed by SECI to successful bidder subject to matching L1 Project Cost/ Tariff of Zone-1/ Zone-2/ Zone-3.

1.7.3 In addition to above, SECI may allow transfer of allocated capacity within any of the three Zones (Zone-1, Zone-2 and Zone-3) at its sole discretion. However, transfer of allocated capacity shall be done at the lowest L-1 Project Cost/ Tariff between both the zones (i.e. Allocated Vs. Proposed). In that case lowest Incentive between both the zones (i.e. Allocated Vs. Proposed) shall be disbursed by SECI to successful bidders subject to matching lower L1 Project Cost/ Tariff between the allocated and proposed Zone.

NB - Maximum 40% of the allocated capacity in any Zone can be transferred out of that Zone as mentioned in clause 1.7 above to the bidder.

However, Amended Performance security (PBG pertaining to capacity transferred) shall be submitted by bidder within 14 days from the date of issuance of such notification.

- 1.7.4 On bidder's request, the 40% of bidder's allocated capacity can be transferred from PART-A to PART B and vice-versa in the given Zone based on sole discretion of SECI. In such case, discovered rate of the proposed PART shall be the reference price for capacity execution. However, the incentive will be disbursed for proposed PART only.
- 1.7.5 Incase of non-fulfillment of any of the conditions mentioned above under Clause no. 1.7 maximum within 09 (Nine) Months for Zone-1, Zone-2 and Zone-3 or 12 (Twelve) Months for Zone-4 from the date of issuance of Letter of Allocation by SECI, the PBG for the unsanctioned capacity(ies) shall be forfeited at the sole discretion of SECI.
- 1.7.6 No further request/ claim in this regard shall be entertained by SECI from any of the Bidder/ Developer. No further extension of time shall be given beyond time line specified in RfS document.
- 1.7.7 In case of transfer of capacity from Capex to Resco Mode the Bidder has to comply the Technical as well as Financial Qualification Criteria i.e Net worth for the proposed capacity at the time of Bid submission schedule. Relevant document for comply the Technical as well as Financial Requirement criteria has to be submit along with the application for Tranfer of capacity.
- 1.7.8 **Note:** It is the prerogative of SECI to increase/ transfer the Successful Bidder allocated capacity on bidder's request.

2. NOTIFICATION TO SUCCESSFUL BIDDERS

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The name of Successful Bidders shall be notified indicating the allocated capacity and the offered price on SECI website <u>www.seci.co.in</u> and also shall be notified individually through Letter of Allocation (LOA).

3. PROJECT ALLOCATION AND SANCTION

- 3.1 The identification of the projects (roof tops) at the time of bidding is not mandatory bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops for which they intend to Bid and as prescribed in the RfS, as well as issue of Grid connectivity as non-availability of roof tops and non-completion of other formalities after allocation of project will result in forfeiture of Bid Bond/PBG amount submitted by them.
- 3.2 The Successful Bidders selected as described in Clause 1.5 above shall be issued Letter of Allocation (LOA) indicating the allocated capacity & Project Cost etc.
- 3.3 The bidders who have been notified as Successful Bidders, shall be given 09 (Nine) Months from the date of issuance of Letter of Allocation for execution of the capacity in case of Zone-1, Zone-2 and Zone-3 and 12 (Twelve) Months from the date of issuance of Letter of Allocation for execution of the capacity in case of Zone-4. The time for submission of project sanction documents by the bidder to SECI will be maximum 06 (Six) Months in case of Zone-1, Zone-2 and Zone-3 and 09 (Nine) Months in case of Zone-4 from the date of issuance of allocation letter which can be extended depending upon the merit of the case.
- 3.4 If after 09 (Nine) Months/ 12 (Twelve) Months, as the case may be, from the date of issuance of Letter of Allocation the successful bidder could not submit Project Sanction Documents, in such case PBG for unsanctioned allocated capacity shall be forfeited.
- 3.5 Successful bidders shall share the time and date stamping photographs of the roofs and location details (Address) with SECI before taking sanction of the project. This has to ensure that the location identified by the Successful Bidder / Developer is strictly complying the list provided along with the RfS document.
- 3.6 For location of identified buildings, SECI or state nodal agency (SNA) or respective Ministry under Government of India may extend help. However the entire responsibility of locating the buildings lies with the Bidder. For facilitating bidders, a list of Government Buildings/Institutions indicating location/address/tentative roof top size / approximate capacity potential etc.is enclosed at Annexure-II. However, bidders are required to visit the buildings to ascertain real potential of capacity to be installed. SECI shall not bear any responsibility in this regard.
- 3.7 Onus of locating the buildings/ rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/ rooftops owners lies with the Successful Bidder/ Developer within the above-mentioned time frame even for the buildings/rooftops identified by SECI for preferential installation.
- 3.8 After submission of Project Sanction Documents by the Successful Bidder/ Project Developer and accepted by SECI, SECI will issue the Sanction Letter(s) for the Project(s) indicating the Incentive amount(s) which will be disbursed in line with the provisions of the RfS document and

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its amendment(s). The Successful Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 09 (Nine) Months/ 12 (Twelve) Months, as the case may be from the date of issue of letter of allocation.

3.8.3 Registration in CPM (Centralized Project Monitoring) for submission of project sanction documents:

SECI will register the successful bidders at the CPM software as per the details submitted by the bidders. After the registration, a unique login id and password will be generated for each of the successful bidders/ developers which will be shared with them thorugh their authorised email id.

The successful bidders/ developers shall submit the project sanction documents to SECI thorugh CPM for release of sanction letter.

3.9 If the Bidder fails to commission the sanctioned project within specified time i.e. 09 (Nine) Months/ 12 (Twelve) Months from the date of LOA, as the case may be, no incentive shall be disbursed for that project. However, further period of 06 (Six) months shall be allowed to Bidder for completion of entire unexecuted allocated capacity and penalty/ LD on per day basis calculated for the Performance Security on a 06 (Six) months period would be levied. After 06 months [i.e. total 15 (Fifteen) Months/ 18 (Eighteen) Months, as the case may be, from the date of issuance of LOA], the project will get cancelled and the pro-rata PBG would be forfeited.

Total Capacity allocated to the bidder in all the Categories and Parts will become the target against which achievement will be calculated for disbursement of incentives.

In case, due to delay, PBG submitted by the bidder(s) is forfeited in full/ part, bidder has to resubmit the PBG of requisite amount and validity as per the RfS, failing which their projects will be cancelled and commissioning certificates will not be issued.

4. INCENTIVE DISBURSEMENT

4.1 INCENTIVE DISBURSEMENT:

For PART-A and PART-C

For Zone-I, Zone-2, Zone-3 and Zone-4, SECI will provide incentive as mentioned under Table 1.2 of ITB. **The Incentive shall be disbursed as follows.**

Incentive as calculated under Clause 9.1 for Part A and Part B above will be released as follows:

- For Zone-1, Zone-2 and Zone-3 the 2/3rd amount of Incentive shall be disbursed after Successful Commissioning and acceptance of project and balance 1/3rd amount of Incentive after completion of first year of successful O&M and receipt of NOC from concerned Discom by SECI.
- ii) For Zone-4 the 2/3rd amount of Incentive shall be disbursed after Successful Commissioning and acceptance of project and balance 1/3rd amount of Incentive after completion of first year of successful O&M and receipt of NOC from concerned Discom by SECI
 All the bidder shall get same amount of incentive per Wp Zone wise subject to meeting schedule of completion.



For PART-B

For Zone-1, Zone-2, Zone-3 and Zone-4, SECI will provide incentive as mentioned under Table 1.2 of ITB. All the bidder shall get same amount of incentive per Wp Zone wise subject to meeting schedule of completion.

The incentive would be released after commissioning of the Project within the project timeline and submission of PCRs in SPIN portal of MNRE and submission of Original Audited Statement of Expenditure (SOE). The Successful Bidder will also make the sites/ premises available for inspection by MNRE/ SECI or its designated team/ agency. Minimum 40% of the allocated capacity has to be installed to avail minimum incentives. 100% of the admissible incentive amount will be disbursed in single tranche. Incentive will be disbursed after commissioning of the plants to the satisfaction of SECI, submission of all documents to SECI and within 15 days of receipt of funds from MNRE.

4.2 Total Capacity allocated to the bidder in all the Zones and Parts will become the target against which achievement will be calculated for disbursement of incentives.

For calculation of incentives, as per Benchmark cost prevailing on date of issuance of LoA. Decision taken by MNRE in this regard would be final and binding.

In case of revision of incentives due to revision of MNRE Benchmark Cost, SECI service charges shall remain unchanged.

4.3 Following additional clause shall be read in conjuction with the clauses mentioned in the RfS documents: -

Demonstration of the desired PR of 75% against commissioning is mandatory for acceptance of the plant. In case inspection of the plant is carried out after end date of commissioning, certificate indicating project completion will be mandatory from rooftop owner to claim incentives.

- **4.4** SECI may consider to release Incentive on case to case basis depending on the actions taken by the Successful Bidder and subject to meeting the following conditions:
- **4.4.1** The rooftop SPV power plant should be completed as per the Scope of RfS.
- **4.4.2** The rooftop SPV power plant must get CEIG inspection certificate, in case the plant is not exempted from CEIG inspection.
- **4.4.3** Intimation to the concented DISCOM : All the bidders shall intimate the cocerned DISCOMs regarding implementation of grid connected roof top solar PV projects as per the given format in Annexure-M or Applicable format of Discom and submit the copy of same acknowledgement to SECI for the purpose of release of Incentive.
- **4.4.4** In case NOC from DisCom or CEIG certificate is not available, the bidder needs to indemnify SECI by submitting indemnity bond before release of incentives.

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- **4.4.5** Owner Consent: In case the Successful Bidder/ Project Developer is not the Owner of the Project, Incentive shall be released to Successful Bidder/ Project Developer after written consent of Owner only. For RESCO projects, owner shall be the successful bidder.
- **4.5** The Incentive for the project executed under this scheme shall be provided by the MNRE only and no other incentive can be claimed by the bidder/rooftop owner from other Agencies including State Government / Ministries under Central Government.

5 OTHER CONDITIONS

- 5.1 Bidder or owner of the building has to obtain all the necessary approvals/ Consents/ Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. SECI shall not have any responsibility in this regard. For works part of Scope of Work of RfS, the responsibility lies with the Bidder.
- **5.2** SECI is acting as a facilitator in determing the project cost, finalising of bidders and disbursement of incentives, For any dispute arising between the bidder and rooftop owners, SECI cannot be made a party, without its consent.

5.3 BID BOND AND PROCESSING FEE SUBMISSION:

Bid bond shall be submitted separately for different Zones in India for the offered capacity in a separate envelope (along with processing fee) superscribed with name of the Zone, PART & other details.

5.4 TAX EXEMPTIONS :

Price bids are invited inclusive of all Taxes and duties. Tax exemptions including certificates of any sort, if applicable may be dealt with the concerned Department of Govt of India by the bidder directly. SECI in no case will be responsible for providing any tax exemptions to the bidder. However, SECI shall provide necessary support in facilitating the same.

5.4.1 Standalone system is not allowed under this scheme. The system should be grid-interactive.

5.5 REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS:

5.5.1 The modules should be manufactured in India only. Rest of the components can be procured from any source subject to clause 14.0 of IFB of RfS document. However, these items should meet the Technical specification and standards mentioned in RfS and MNRE guidelines. (Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order No. 283/54/2018-GRID SOLAR, 02 January 2019.)

5.6 OPERATION OF THE SYSTEM DURING WEEKENDS AND GENERAL HOLIDAYS AND CALCULATION OF CUF:

5.6.1 During grid failure, the SPV system stops generating. Any instances of grid failure needs to be mentioned in the monthly report and those instances need to be authorised by Rooftop Owner Then the period will be excluded in calculation of CUF.

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TIME OF COMPLETION OF SANCTIONED CAPACITY

- 5.7 The Successful Bidder shall complete the roofs identification and survey, submission of project sanction documents as per the requirement of SECI Engineer-in-Charge, Design, Engineering, Manufacture, Supply, Storage, Civil Work, Erection, Testing & Commissioning of sanctioned project(s) within 09 (Nine) Months from the date of issue of allocation letter(s) for Zone-1, Zone-2 and Zone-3 and within 12 (Twelve) Months from the date of issue of allocation letter(s) for Zone-4. In case of delay beyond this scheduled commissioning period, no incentive shall be disbursed to the Successful Bidder/ Developer. However, further period of 06 (Six) Months shall be allowed without incentives to the Successful Bidder/ Developer for completion of entire unexecuted allocated capacity and Penalty/ LD on per day basis calculated for the Performance Security on a 06 (Six) Months, as the case may be, from the date of issuance of LOA], the project will get cancelled and the pro-rata PBG would be forfeited.
- **5.7.1** The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.
- **5.7.2** A joint programme of execution of the Work will be prepared by the Engineer-in-Charge or its representative nominated for the purpose and Successful bidders based on priority requirement of this project. This programme will take into account the time of completion mentioned in clause above and the time allowed for the priority Works by the Engineer-in-Charge.
- **5.7.3** Monthly/Weekly implementation programme will be drawn up by the Engineer-in-Charge jointly with the Successful bidder, based on availability of Work fronts. Successful bidder shall scrupulously adhere to these targets /programmes by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements, the decision of the Engineer-in-Charge will be final and binding.

6 USER ID FOR UPDATING THE PROJECT PROGRESS ON BI-WEEKLY BASIS

Successful bidder's authorised representative, in whose name PoA has been executed and submitted along with the bid, shall be provided Password and User id for updating the project progress on **biweekly** basis. Successful bidder should update the info as per the requirement of the software tool. Non updating of the progress shall be considered as no progress and shall attract punitive actions as per the relevant provision of the Contract. However, the decision of Engineer–in -charge shall be final in this regard.

7 INSPECTION AND AUDIT BY THE GOVERNMENT

7.1 The Successful bidder shall permit SECI to inspect the Successful bidder's site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the SECI, if so required by the SECI any time.

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8 COMMISSIOINING/ COMPLETION CERTIFCATE

8.1 DOCUMENT SUBMISSION FOR ISSUANCE OF COMMISSINONING/ COMPLETION CERTIFICATE:

- For the purpose of above the following documents will be deemed to form the completion documents:
- a. Checklist for inspection of Roof Top SPV power plants as per SECI format.
- b. Project completion and satisfaction certificate from roof top owner's.

8.1.1 FINAL DECISION AND FINAL CERTIFICATE:

8.1.1.1 Upon completion of O & M of 5 years for CAPEX Projects and 05 year for RESCO Projects and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the SECI to retain the provisions of relevant Clause hereof) issue a certificate herein referred to as the Final Certificate to that effect and the Successful bidder shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been issued by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner of Roof/ SECI.

8.2 DEDUCTIONS FROM THE CONTRACT PRICE:

8.2.1 All costs, damages or expenses which SECI may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by SECI. All such claims shall be billed by SECI to the Contractor within 15 (fifteen) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, SECI may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy SECI of such claims.

8.3 CORRUPT OR FRAUDULENT PRACTICES

SECI requires that Successful Bidders/ Developers should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, SECI:

- **8.3.1** defines, for the purposes of this provision, the terms set forth as follows:
- **8.3.2** "corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and
- **8.3.3** "fraudulent practice" means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the SECI/Govt scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the SECI of the benefits of free and open competition;

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8.3.4 Will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government / SECI schemes.

9 DEBARRED FROM PARTICIPATING IN SECI'S ROOF TOP TENDER

- **9.1** SECI reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFS, such Bidders may be debarred from participating in SECI's any future tender for a period as decided by the competent authority of SECI.
- **9.2** The Successful bidder must ensure that the ROOF TOP SOLAR PV SCHEME Incentive is available for newly commissioned projects i.e. for the projects whose construction/despatch of equipment's have been started only after the issue of sanction letter/allocation letter. Any roofs on which projects has been installed or commissioned before the issue of allocation letter/sanction letter shall be construed as fraudulent activity in which case Successful bidder(s) may be debarred from participating in SECI's future tender for a period as decided by the Competent authority. However, such locations may be used for installation of additional capacity with the prior approval of competent authority.





PART - IV GENERAL CONDITIONS OF CONTRACT (GCC)

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1 SCOPE OF WORK

1.1 The Scope of work for the bidder include feasibility of installation in identified buildings/leasing rooftop of buildings for 25 years, Obtaining No Objection Certificate (NOC) from Distribution Company (DISCOM) for grid connectivity, execution of PPA (in the prescribed format attached herewith this RfS document), complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including Operation and Maintenance (O & M) of the project for a period of 5 years for PART-A and PART –C and O & M of the project for a period of 25 years for PART B after commissioning of the projects as per SECI's acceptance.

2 PROJECT COST/ FIXED TARIFF

- 2.1 The Project cost/ (Fixed Tariff of 25 years) shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (for a period of 5 years for CAPEX & 25 years for RESCO), goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above. The fixed tariff/ project cost should be quoted while accounting for the cost of grid-connectivity and net metering application/ security deposit etc. All costs associated with net-metering will have to be borne by the successful bidder.
- 2.2 Void
- 2.3 Void
- 2.3.1 The Project cost/ fixed tariff quoted for PART-A, PART-C/ PART-B is on lump sum turnkey basis and the bidder is responsible for the total Scope of work described at Clause 1.1 above.
- 2.3.2 The Project cost/fixed tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of Incentive amount irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- 2.3.3 The Project cost/ fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation/ adjustment shall be payable by SECI. However, statutory variation of taxes and duties may be paid by the roof top owner.
- 2.3.4 The Operation & Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors/ Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 5 years for PART-A projects and for 25 years for PART-B projects.

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- 2.3.5 The Project cost/fixed tariff for PART-A/ PART-B/ PART-C shall be specified in sanction letter based on Successful Bidder's quote for each project. The project cost/ fixed tariff shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the SECI and incorporated into the sanction letter.
- 2.3.6 There is no minimum limit on the size of RESCO projects, however, it will be at the discretion of RESCO bidder to take up projects of capacity lower than 40 kWp
- 2.3.7 The Bidder shall complete the Price Bid (Format-B/ Format-C/ Format-D) for different Zones of India furnished in the RfS Documents including subsequent amendments and clarifications.

2.4 SECI SERVICE CHARGES

2.4.1 For PART-A and PART-B

In all the Zones for PART-A and PART-B only, Service/ PMC Charges of SECI shall be computed as 5% of the [Quoted Project Cost/ MNRE benchmark cost, whichever is lower, minus incentives]The above charges are exclusive of GST which shall be paid extra as per applicable norms.

- 2.4.2 As the Service/ PMC Charges of SECI shall be collected at the time of submission of Project Sanction documents i.e. prior to execution of the project, the amount of incentive to be disbursed can't be computed at that point of time. Hence the Service/ PMC Charges of SECI shall be computed as 5% of the [Quoted Project Cost/ MNRE benchmark cost, whichever is lower]. However, after disbursement of incentive, a proportionate adjustment may be done at the sole discretion of SECI and refund shall be made if any.
- 2.4.3 The bidder has to submit the Bank guarantee or fixed deposit in favour of SECI, corresponding to 5% (plus applicable taxes) of the maximum incentive portion can be submitted for sanctioning of project (along with SECI service charges for project cost minus maximum incentives). This B.G. Will be encashed or returned as per the incentive admissible at the completion of scheme.
- 2.4.4 If the bidder submits Bank Guarantee as per clause 2.4.3 above, interest as per 01 Year MCLR of SBI will be levied on the Bank Guarantee amount from the date of submission of Bank Guarantee to SECI to the last date of issuance of Commissioning Certificates by SECI for all the projects.
- 2.4.5 SECI service charges are charged for facilatation of GCRT scheme. **SECI service charges are non-refundable and for each project the service charges have to be paid at the time of submission of Project Sanction Documents**. In the absence of SECI's service charges as per clause 2.2.1, the project sanction letter shall not be issued by SECI.
- 2.4.6 Bidders who are eligible in PART-C are exempted from SECI SERVICE CHARGE

3 INSURANCE

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- **3.1.1** The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cumerection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance including watch and ward during O&M period.
- **3.1.2** The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

4 WARRANTIES AND GUARANTEES

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning for PART-A projects and for 25 years for PART-B projects. The successful bidder has to transfer all the Guarantees/Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and SECI will not be responsible in any way for any claims whatsoever on account of the above.

5 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

- **5.1** The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the Part VII (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.
- **5.2** The specifications of the components should meet the technical specifications mentioned in Part VII.
- **5.3** Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

6 OPERATION & MAINTENANCE (O & M) GUIDELINES TO BE MANDATORILY FOLLOWED BY BIDDERS

6.1 The bidder shall be responsible for all the required activities for successful operation and maintenance of the Rooftop Solar PV system for a period of 5 years for projects under PART–

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A and PART-C and for a period of 25 years under PART-B from the date of commissioning of the plant.

- 6.2 For system sizes above 25 kWp, below mentioned guidelines, shall be followed. In addition, O & M practices shall be strictly followed as per **Annexure D.**
- 6.2.1 O&M of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.
- 6.2.2 Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
- 6.2.3 Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the bidder to get the modules cleaned during O & M Period. Roof Top Owner is responsible for such obligation of bidder so as to achieve guaranteed CUF.
- 6.2.4 Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.
- 6.2.5 Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.
- 6.2.5.1 Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipments and materials as per manufacturer's / supplier's recommendations.
- 6.2.5.2 All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the Bidder. The testing equipments must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- 6.2.5.3 If negligence/ mal-operation on part of the Bidder's operator results in failure of equipment, such equipment should be repaired/ replaced by the Bidder free of cost.
- 6.2.5.4 Co-ordination with Owner / DISCOM / CEIG as per the requirement for Joint Metering Report (JMR). The person in charge present at site from bidder's side shall take a joint meter reading in the presence of rooftop owner on a monthly **basis**. Furnishing generation data (JMR) each month to SECI positively by 1st week of every month for the previous month. Failure to adhere may result in non-disbursal of Incentive
- 6.2.5.5 Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- 6.2.5.6 For any issues related to operation & maintenance, a toll-free number shall be made available to the rooftop owner/ plant owner to resolve within 72 hours.

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6.2.5.7 If any jobs covered in O&M Scope as per RFS are not carried out by the contractor/ Bidders during the O&M period, the Engineer-In-Charge shall take appropriate action as deemed fit. SECI reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the Bidder. Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender.

7 METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). SECI/ SNA could facilitate connectivity; however, the entire responsibility lies with bidder only.

8 PLANT PERFORMANCE EVALUATION

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of applicable incentive. **Minimum CUF of 15%** for Zone-1, Zone-2 and Zone-3 states **and minimum CUF 13.5%** for Zone-4 States should be maintained for a period of 5 years for CAPEX Projects and 05 year for RESCO Projects for fulfilling one of the condition for release of PBG. The bidder should send the periodic plant output details to SECI for ensuring the CUF. The PR will be measured at Inverter output level during good radiation conditions.

8.1 PROGRESS REPORT

The bidder shall submit the progress report monthly to SECI in Prescribed Performa. SECI will have the right to depute its representatives to ascertain the progress of contract at the premises of works of the bidder.

8.1.1 Submission of Project Completion Report (PCR)

The bidder shall submit the Project Completion Report (both in editable soft copy and signed hard copy) after commissioning of the project as per the Scope of RFS to SECI as per the Format given in **Annexure L**. Non-submission of the report shall be considered as "Breach of Contract" and shall attract punitive actions as per the relevant provisions of the Contract including non-release of Incentive. However, the decision of Engineer - in - charge shall be final in this regard.

8.1.2 Submission of O & M Report (OMR)

The bidder shall submit the Monthly O&M Report mandatorily to SECI as per the Format enclosed at **Annexure K**. Non-submission of the report shall be considered as "Breach of Contract" and shall attract punitive actions as per the relevant provisions of the Contract including non-release of Incentive. However, the decision of Engineer - in - charge shall be final in this regard.

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9 PROJECT INSPECTION

All Projects under PART-A and Part B, the project progress will be monitored by SECI and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from SECI or any agency/ experts designated / authorised by SECI from time to time. SECI shall depute a technical person(s) from its list of empanelled experts/ agencies updated from time to time for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturer's facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. The cost of Inspection to be carried out by SECI shall be borne by SECI. The cost of re-inspection, if any shall be borne by Vendor.The projects shall be inspected at any time during commissioning or after the completion of the project.

10 CANCELLATION OF INCENTIVE

SECI will not release the Incentive for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also PBG shall be forfieted in case Average CUF falls below **15%** during O&M period after commissioning of 5 years for CAPEX Projects and 05 year for RESCO Projects for Zone-1, Zone-2 and Zone-3 states **and 13.5%** for Zone-4 states.

11 APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

12 SETTLEMENT OF DISPUTE

- **12.1** If any dispute of any kind whatsoever arises between SECI and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- **12.2** If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 12.1, shall be finally settled by arbitration.

12.3 IN CASE THE CONTRACTOR IS A PUBLIC-SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.

12.2.1 In case the Contractor is a Public-Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the

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Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

12.3 IN ALL OTHER CASES

- 12.3.1 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
- 12.3.1.1 SECI and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.
- 12.3.1.2 If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- 12.3.1.3 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 12.4.1.1 and a substitute shall be appointed in the same manner as the original arbitrator.
- 12.3.1.4 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 12.3.1.5 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- 12.3.1.6 The arbitrator(s) shall give reasoned award.
- 12.3.2 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- 12.3.3 Cost of arbitration shall be equally shared between the Successful bidder or Contractor and SECI.

13 FORCE MAJEURE

13.1 "Force Majeure" shall mean any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays the Successful Bidder/ Project Company in the performance of its obligations under this Agreement, but only if and to the

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extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Successful Bidder/ Project Company and could not have been avoided if the Succesful Bidder/ Project Company had taken reasonable care or complied with Prudent Utility Practices:

- (a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared/ notified by the competent state/ central authority/ agency (as applicable);
- b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared/ notified by the competent state/ central authority/ agency (as applicable); or
- c) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Successful Bidder/ Project Company or those employed or engaged by the Successful Bidder/ Project Company.
- 13.2. Notwithstanding the provisions of clauses contained in this RfS document, the contractor shall not be liable to forfeit (a) PBG for delay and (b) termination of contract, if he is unable to fulfill his obligation under this contract due to force majeure conditions.
- 13.3 For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the contractor and all other concerned.
- 13.4 In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the PBG shall be refunded to him.
- 13.5 If a force majeure situation arises, the contractor shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the work, if required.

13.6 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;

b) Delay in the performance of any contractor, sub-contractor or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;

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- d) Strikes at the facilities of the Contractor;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or, connected with the Contractor's:
- i) Negligent or intentional acts, errors or omissions; ii) Failure to comply with an Indian Law; or iii) Breach of, or default under this RfS/Lol/Sactioned Letter etc.

14 LANGUAGE

14.1 All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other date shall be in English Language. The contract agreement and all correspondence between the SECI and the bidder shall be in English language.

15 OTHER CONDITIONS

- 15.1 The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of SECI in writing.
- 15.2 The Successful bidder or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of SECI and owner of the Rooftop.
- 15.3 The Successful bidder or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- 15.4 SECI will not be bound by any Power of Attorney granted/ issued by the Successful bidder or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by SECI after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

15.5 SUCCESSORS AND ASSIGNEES:

In case SECI or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

15.6 **SEVERABILITY:**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

15.7 **COUNTERPARTS:**

IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS	RE/97.5MW GCRT/R1/IND/082019 Page 63 of 136
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This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

15.8 **RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:**

This contract is not intended & shall not be construed to confer on any person other than the SECI & Successful bidder hereto, any rights and / or remedies herein.

16 CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax/ E Mail.

Name	Contact Number	Email ID
Sh. Sanjay Sharma	011-71989256	contracts@seci. co .in
Sh. Rajesh Kumar Jain	011-71989211	agmsolar@seci. co .in
Sh. Manas Ranjan Mishra	011-71989294	contracts@seci.co.in

Verbal clarifications and information given by the SECI or its employees or its Representatives shall not be in any way entertained.

17.0. LIQUIDATED DAMAGES:

17.1 The Successful Bidder shall complete the entire scope of work within 09 (Nine) Months from the date of issue of allocation letter(s) for Zone-1, Zone-2 and Zone-3 and within 12 (Twelve) Months from the date of issue of allocation letter(s) for Zone-4 in line with Clause no. 5.6, Page 41 of RfS Document.

17.2 If the Successful Bidder fails to commission the sanctioned project within specified time, Liquidated Damages on per day basis calculated for the Performance Security on a 06 (Six) Months period would be levied. After 06 (Six) Months the Project will get cancelled and the total PBG amount would be forfeited.

For example -

17.2.1 If a project of 1 MWp in Zone-1, Zone-2 and Zone-3 is delayed by 36 days then the Liquidated Damages will be levied as given below

Liquidated Damages = [(Performance Security)/ 180 Days] * Delayed Days = (1,200,000/ 180) * 36 = INR 240,000/-

17.2.2 If a project of 1 MWp in Zone-4 is delayed by 36 days then the Liquidated Damages will be levied as given below

Liquidated Damages = [(Performance Security)/ 180 Days] * Delayed Days = (3,180,000/ 180) * 36 = INR 636,000/-

No incentive will be given for the projects completed in LD period.

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<u> PART - V</u>

SPECIAL CONDITIONS OF CONTRACT (SCC)

IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS

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1 DEFINITIONS & ABBREVIATIONS

In this "Bid/ RfS Document" the following words and expression will have the meaning as herein defined where the context so admits:

- 1.1. **"Affiliate"** shall mean a company that either directly or indirectly
 - a. controls or
 - b. is controlled by or
 - c. is under common control with

a Bidding Company and "**control**" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.

- 1.2. "Benchmark Cost" shall mean per kWp cost defined by MNRE for solar power plants without battery. For the purpose of this RfS, the benchmark cost will be considered as defined under clause no. 2.1.1
- 1.3. "B.I.S." shall mean specifications of Bureau of Indian Standards (BIS).
- 1.4. **"Bid/ Tender"** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to this RFS, in accordance with the terms and conditions hereof.
- 1.5. **"Bidder/ Bidding Company"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ including its successors, executors and permitted assigns as the context may require"
- 1.6. **"Bid Bond"** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 3.13, Part II of this RfS, in the prescribed Format- 3
- 1.7. **"Bid Deadline"** shall mean the last date and time for submission of Bid in response to this RFS as specified in Bid Information Sheet.
- 1.8. "Bid Capacity" shall mean capacity offered by the bidder in his Bid under invitation.
- 1.9. **"CEA"** shall mean Central Electricity Authority.
- 1.10. **"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.
- 1.11. **"Competent Authority"** shall mean Managing Director (MD) of Solar Energy Corporation of India Limited himself and/or a person or group of persons nominated by MD for the mentioned purpose herein.
- 1.12. **"Commissioning"** means Successful operation of the Project/ Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RfS.

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1.13. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.14. **"Capacity Utilization Factor" (CUF)** means the ratio of the actual output from a solar plant over the year (kWh) to the maximum possible output from it for a year (kWh) under ideal conditions.

CUF = Actual Plant Output in kWh over the year/ (Installed Plant Capacity in kW* x 365 x 24)

Monthly CUF: Monthly Plant output in kWh/ (Installed Plant Capacity in kW* x number of days in a month x 24)

- 1.15. "Category" shall means either General Catogery states or Special Categoery states as per mentioned in clause 1.3 of ITB section
- 1.16. * Installed Capacity for Calculation of CUF at the end of any year shall be taken considering degradation of 1% per annum. "**CAPEX Model**" shall mean, the bidder enters into an Agreement with the rooftop owner at the quoted project cost as per RfS for the Scope of work not limited to that indicated in the RfS as per mutually agreed terms and conditions. This model also allows energy sale at a tariff as per RfS.
- 1.17. **"Eligibility Criteria"** shall mean the Eligibility Criteria as set forth in Clause 3.3 of this RfS.
- 1.18. **"Financially Evaluated Entity"** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause of Eligibility criteria hereof.
- 1.19. **"IEC"** shall mean specifications of International Electro-Technical Commission.
- 1.20. "Incentive" available from SECI under PART-A, PART-B and PART C Model is differentiated for general category and special category states as tabulated below –

SI. No.	Achievment vis-à-vis Target Allocation	Incentives for Zone-1, Zone-2 and Zone-3	Incentives for Zone-4
1	80% and above within the sanctioned period	INR 12,000/- per kW	INR 31,800/- per kW
2	Below 80% and upto 50% (including 50%) within the sanctioned period	INR 7,200/- per kW	INR 19,080/- per kW
3	Below 50% and above 40% (including 40%) within the Sanctioned period	INR 4,800/- per kW	INR 12,720/- per kW
4	Below 40% within the sanctioned period	NIL	NIL

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- 1.21. This will be further governed by MNRE Benchmark Cost and discovered project cost.**"kWp"** shall mean Kilo-Watt Peak.
- 1.22. "kWh" shall mean Kilo-Watt-hour.
- 1.23. "MNRE" shall mean Ministry of New and Renewable Energy, Government of India.
- 1.24. **"Maximum Bid/ Tender Capacity"** shall mean 01 MWp under PART-A, 10 MWp under PART-B and 250 kWp under PART-C which is the maximum aggregate capacity for which the Bidder can submit its Bid. However a bidder can apply for maximum capacity of 11 MWp under PART-A and PART-B together.
- 1.25. **"Minimum Bid/Tender Capacity"** shall mean 100 kWp under PART-A, 01 MWp under PART-B and 50 kWp under PART-C which is the minimum aggregate capacity for which the Bidder can submit its Bid.
- 1.26. **"Model"** shall mean CAPEX model and RESCO model which includes energy sale which shall not exceed beyond the fixed ceiling tariff as referred in RfS.
- 1.27. "**Net-worth**" shall have same meaning as defined in Company Act 2013 and Amendment, if any.
- 1.28. **"O&M"** shall mean Operation & Maintenance of 5 years for CAPEX model and 25 years for RESCO model of Rooftop Solar PV system.
- 1.29. **"Owner of project"** shall mean anyone who has ownership of the roof (including in the form of lease) and is the legal owner of all equipment of the project OR the Successful bidder who has taken the roof on mutually agreed terms and conditions from the roof top owner(s) and enters into a PPA with the consumer(s) for supply of solar power for at least 25 years from the date of Commissioning of project.
- 1.30. **"Fixed Tariff"** shall mean the tariff offered by the Bidder for 25 years for the Scope of work as per RFS document subject to the maximum fixed tariff of 25 years of as per RfS.
- 1.31. **"Project capacity"** means Capacity in kWp allocated to the Bidder for different states of India consisting of single or multiple roof tops. The project capacity specified is on "DC" output Side only.

1.32. "Performance Ratio" (PR) means

"Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.

PR =	Measured	output	in	kW		<u>1000</u>	W/m2
	Installed Plant capacity in kW				х	Measured radiation in	tensity in W/m2

1.33. **"Parent Company"** shall mean a company that holds more than 50% percent of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be;

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- 1.34. **"Project Company"** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 4 of Part II.
- 1.35. **"Project Sanction Documents"** shall mean the documents as specified in Annexure.
- 1.36. **"Price Bid"** shall mean Envelope II of the Bid, containing the Bidder's quoted Price as per the Annexure of this RFS;
- 1.37. **"Qualified Bidder"** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.3 of Part-II stand qualified for opening and evaluation of their Price Bid;
- 1.38. "RfS" shall mean Request for Selection (RfS) / Bid document / Tender document
- 1.39. "RESCO" shall mean Renewable Energy Service Companies
- 1.40. "RESCO model" shall mean where the bidders intend to take a rooftop owned by some other entity on mutually agreed terms and conditions including lease agreement from the roof top owner(s) and enters into the PPA with rooftop owner / DISCOM / others for supply of Solar power for 25 years at a tariff as per RfS from the date of Commissioning of project.
- 1.41. **"PPA"** shall mean Power Purchase Agreement to be executed between successful bidder / project developer and the rooftop owner. The prescribed format for execution of PPA is attached as Annexure IV to this RfS.
- 1.42. "Rooftop Solar PV" shall mean solar PV array/system installed on the flat /inclined roof of the building / elevated platform on metallic or concrete structure minimum 10 feet above ground level / Ground mounted system (in the places where sufficient shadow free rooftop area is not available.) In such instance up to 40% Solar PV array/system capacity can be accommodated on nearby unutilised land subject to the SECI's approval.
- 1.43. **"Statutory Auditor"** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 / 2013 or under the provisions of any other applicable governing law.
- 1.44. **"Successful Bidder(s)/ Contractor(s)/ Project Developers(s)"** shall mean the Bidder(s) selected by SECI pursuant to this RfS of different Category for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFS Documents, and to whom Letter of Allocation has been issued;
- 1.45. **"SECI"** shall mean Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.46. "SNA" shall mean State Nodal Agency.
- 1.47. "Tendered Capacity" shall mean the total aggregate capacity in different Zones (Zone-1, Zone-2,Zone-3 and Zone-4 of India) for 10 MWp under PART-A, 85 MWp under PART-B and 2.5 MWp under PART-C proposed to be allocated by SECI

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to the Successful Bidder through this bidding process as per terms and conditions specified therein.

- 1.48. **"Ultimate Parent Company"** shall mean a company which directly or indirectly owns at least Twenty Six percent (26%) paid up equity capital in the Bidding Company) and/or in the Financially Evaluated Entity and such Bidding Company and /or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.
- 1.49. "Wp" shall mean Watt Peak

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PART - VI

SAMPLE FORMS & FORMATS

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Format-1

FORMATS FOR SUBMITTING RfS

COVERING LETTER

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

Ref.No. _____

Date:

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

Tel.#:

Fax#:

E-mail address#

То

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/RfS/MNRE/97.5MW GCRT/IND/R1/082019 for Implementation of 97.5MWp Grid Connected Roof Top Solar PV System Scheme for Government Buildings in different States/ Union Territories of India under CAPEX/ RESCO Model

Dear Sir/ Madam,

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Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfS.

2. We give our unconditional acceptance to the RfS, dated......and RfS Documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the RfS Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RfS Documents as per the provisions of the RfS and provisions of such RfS Documents shall be binding on us.

3. Bid Capacity

We have bid for the Zone(s) _____ for the capacity of ____ MWp. (<u>Mention in the separate</u> table, Zone, Capacity and name of the State(s)/ UT(s) for Part-A/ Part B/ Part C as per the terms and conditions of RfS)

Zone	Capacity (kWp)	Name of the State(s)/ UT(s)	Part-A/ Part-B/ Part-C

4. Bid Bond

We have enclosed a Bid Bond of INR (*Insert Amount*), in the form of Bank Guarantee No. (*Insert number of the Bank Guarantee*) dated...... (*Insert date of issuance of Bank Guarantee*) as per Formatfrom (*Insert name of issuing Bank*) and valid up to (*Insert validity of Bank Guarantee*) in terms of Clause No. of this RfS.

or

We have taken exemption towards submission of Bid Bond against MSME Certificate No. No. (*Insert number of the MSME Certificate*) dated....... (*Insert date of issuance of MSME Certificate*) in terms of Clause No. of this RfS.

The offered quantum of power by us is _____ kWp in Part-A/ Part-B/ PART-C. (*Insert total capacity offered*).

- 5. We have submitted our Price Bid strictly as per this RfS, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).
- 6. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the affect that neither we have availed nor we shall avail in future any Incentive other than received from SECI for implementation of the project.

7. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising

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out of the RfS shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

8. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RfS Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RfS have been fully examined and considered while submitting the Bid.

9. Contact Person

Details of the contact person are furnished as under:

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

10. We are enclosing herewith the Envelope-I (**Covering letter, Processing fee (if applicable) and Bid Bonds (if applicable) etc as per clause 3.8.1.1.A of the RfS)** (through Offline) and Envelope-II (Techno-Commercial documents) (through online) and Envelope III (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RfS for your consideration as per clause 3.8.1 of the RfS.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfS and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RfS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 6 month from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the_____day of_____, 20....





Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration (Annexure J).

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Format-2

GENERAL PARTICULARS OF THE BIDDER (Part A & Part B)

Name of the Company	
Registered Office Address	
Address of Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name,	
designation Address and Mobile Phone No.,	
E-mail address/ Fax No. to whom all	
references shall be made	
Year of Incorporation	
Have the bidder/Company ever been	
debarred By any Govt. Dept. / Undertaking for	
undertaking any work.	
Bank Details (Name, Account No, IFSC	
Code)	
Reference of any document information	
attached by the Bidder other than specified in	
the RfS.	
PAN No.	
Whether the Bidder wishes to form a Project	Yes/ No
Company for execution of work	res/ NO
GST Address	
GST ID	
Bidding company is listed in India	Yes/ No
Details of the Ownership structure	
(Details of persons owning 10% or more of	
the Total Paid up equity of the Bidding	
Company in the Format as below	
Whether company is MSME as on the bidding	Yee/Ne
date	Yes/ No

(Signature of Authorized Signatory)

With Stamp

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Format-A (Shareholding Certificate)

Name of the Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Rights

(Signature of Authorized Signatory)

With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

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Format-3

FORMAT FOR BID BOND

(To be submitted separately for different Zones of India for Part-A, Part-B)

(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 **under PART- A/ PART- B** of the capacity of _____ MWp in the Zone _____ for the Zones as indicated in RFS (Zone-I/Zone-II/Zone-II/Zone-IV) in response to the RfS No.______ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of[*insert the name of the Bidder*] as per the terms of the RfS, the ______ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith on demand in writing from SECI *or* any Officer authorized by it in this behalf, any amount upto and not exceeding Indian Rupees .-----[Insert amount not less than that derived on the basis of INR 4 Lakhs per MW of cumulative capacity proposed in a Zone ____] 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 3.13.1.iii 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 INR _____ (Indian Rupees only). Our Guarantee shall remain in force until

[insert date of validity in accordance with Clause 3.13.1.iii 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

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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. ______ only) and it shall remain in force until ______ [Date to be inserted on the basis of Clause 3.13.1.iii of this RfS] with an additional claim period of thirty (30) days thereafter. 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
--------------	--------	------

Email ID of the Bank Branch :

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Format-4

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

{To be submitted for the Allocated capacity in different Zones of India for Part-A/Part-B/Part C separately}

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project under PART- A/ Part-B/ PART-C of the capacity of _____ kWp / MWp, at[Insert name of the Zone (Zone-I/ Zone-II/ Zone-III/ Zone-IV)] under Roof Top scheme in response to the RfS no..... dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation No ------ to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD or a Project Company, M/s -------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if [insert name & address of bank] applicable]. As per the terms of the RfS, the 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.

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 bidder]. 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

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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 Successful bidder 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.

Notwithstanding	anything contained	hereinabove, our liability und	ler this Guarantee is restricted to
INR	(Indian Rupees _		only) and it shall remain in force
until	We are liable to p	ay the guaranteed amount or	any part thereof under this Bank
Guarantee only i	f SECI serves upon	us a written claim or demand.	

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

Email ID of the Bank Branch

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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 (PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-B

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Format-5

CHECK LIST FOR BANK GUARANTEES

SI. No.	Details of Checks	YES/ NO
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
b)	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. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
d)	Is each page of BG duly signed / initialled 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 Performa?	
e)	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
f)	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	
g)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
h)	Contact details of issuing bank including email id, mobile number etc.	

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Format-6

POWER OF ATTORNEY

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

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

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

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

Signed by the within n	amed	
	(Insert the name of the executant com	pany)
through the hand of		
Mr		
duly authorized by the	Board to issue such Power of Attorney	
Dated this	day of	
Accepted		
IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS	RfS No. SECI/C&P/RfS/MNRE/97.5MW GCRT/R1/IND/082019	Page 84 of 136



.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.			
	(Signature)		
	Name		
	Designation		
2.			
	(Signature)		
GCRT SOLA	ION OF 97.5MWp R PV SYSTEM GOVERNMENT DINGS	RfS No. SECI/C&P/RfS/MNRE/97.5MW GCRT/R1/IND/082019	Page 85 of 136



Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

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Format -7

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT (AS PER CLAUSE OF ELIGIBILITY CRITERIA, PART-II)

(To be submitted on the letterhead of Bidding Company)

Τo,

Solar Energy Corporation of India Limited (A Government of India Enterprise) D-3, A-Wing, District Centre, Prius Platinum Building, Saket, New Delhi-110017

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme in response to the RfS No: SECI/C&P/RfS/MNRE/97.5MW GCRT/IND/R1/082019

We submit our Bid/ Bids for the total capacity of _____MWp in Part A, Part B and PART-C put together for which details of our Financial Eligibility Criteria Requirements are as follows.

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

or

Net worth (strike out whichever is not applicable) of Rs.....Crore computed as per instructions provided in Clause of Eligibility criteria of this RFS based on unconsolidated audited annual accounts (refer Note-1 below) any of the last 3 Years immediately preceding the Bid Deadline.

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Year of Incorporation	Annual Turnover (Rs. Crore)	Net worth as per Clause of Eligibility criteria (in Rs. Crore)

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.

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Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:	 	 	 	

Place:	
--------	--

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:
Date:
Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts 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 the Bid.

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Format-8

FORMAT FOR CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY OR AFFILIATE WITH THE BIDDING COMPANY

To,

.....

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme in response to the RfS No: SECI/C&P/RfS/MNRE/97.5MW GCRT/IND/R1/082019

We hereby certify that M/s....., M/s...., M/s...., M/s....are the Affiliate(s) /Parent Company of the Bidding Company as per the definition of Affiliate/Parent Company as provided in this RfS and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate/ Parent Company/ Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company	Name of the Affiliate of the Bidding Company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company

*Strike out whichever is not applicable.

(Insert Name and Signature of Statutory Auditor or practising Company Secretary of the Bidder)

.

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Format-9

UNDERTAKING FROM THE FINANCIALLY EVALUATED ENTITY OR ITS PARENT COMPANY / ULTIMATE PARENT COMPANY

(On the Letter Head of the Financially Evaluated Entity or its Parent Company/Ultimate Parent Company)

Name: Full Address: Telephone No.: E-mail address: Fax/No.: To,

.

Dear Sir,

We refer to the RFS No......dated.....for Implementation of Grid connected Roof Top Solar PV System scheme in response to the RfS No: SECI/C&P/RfS/MNRE/97.5MW GCRT/IND/R1/082019

"We have carefully read and examined in detail the RfS, including in particular, Clause of the RfS, regarding submission of an undertaking, as per the prescribed Format at Annexure...... of the RfS.

We confirm that M/s..... (Insert name of Bidding Company/) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in Clause.... of the RfS referred to above.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause.... of the RfS the(Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder".

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidding Company) to submit the Performance Guarantee in full or in part at any stage, as specified in the RfS, we shall submit the Performance Guarantee not submitted by(Insert name of the Bidding Company)".

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RfS.

IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS

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Signature of Authorised Signatory

Common seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

Name.....

Designation.....

.....

(Signature)

Name.....

Designation.....

IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS

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Format-10

CONSORTIUM AGREEMENT (Part A & Part B only)

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

and

M/s ______ a Firm/ Company incorporated under the laws of _______ and having its Registered Office at ______ (hereinafter called the "Technical Member", which expression shall include its successors, executors and permitted assigns),which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the "Member" and both the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the Solar Energy Corporation of India Limited (hereinafter called SECI or SECI), a section-3 Company incorporated under the Company's Act, 2013 has invited response to RfS No. _____ dated _____ for design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of 97.5 MW Roof Top Solar PV power system in selected Zones.

WHEREAS the RfS documents stipulates that the Lead Member may enter into a Technical Consortium Agreement with another Company / Corporate entity to fulfill the Technical Eligibility Criteria as stipulated in the RfS document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format enclosed with the RfS document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

- We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s_____), shall act as the Lead Member as defined in the RFS for self and agent for and on behalf of Technical Member _____.
- 2. The Lead Member is hereby authorized by the Technical Member of the Consortium to bind the Consortium and receive instructions for and on their behalf.
- 3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective

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obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

- 4. Subject to the terms of this Agreement, the Technical member shall be responsible for providing technical knowledge for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance" to the lead member.
- 5. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- 6. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- 7. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the RfS document.
- 8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the RfS submitted to SECI and shall remain valid till completion of the job assigned to the Contractor.
- 9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
- 10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of SECI.
- 11. This Agreement
 - (a) Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.

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

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

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

IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS	Page 93 of 136
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Witnesses:	
1) Signature	2) Signature
Name:	Name:
Address:	Address:
For M/sITechnical Member]	

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

Witnesses:

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GCRT SOLAR PV SYSTEM
SCHEME FOR GOVERNMENT
BUILDINGS

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DOCUMENTS REQUIRED FOR PROJECT SANCTION

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

- 1. Agreement between the bidder and the owner of the Project and Building/ Roof top (Notarised original agreement on stamp paper of appropriate value should be enclosed).
- 2. All Agreement shall generally have reference to the SECI's RfS No. and Letter of Allocation and provisions as per terms and conditions, technical specification and performance parameter in line with the SECI's RfS Document against which Letter of Allocation has been issued. In addition, it shall indicate the price / tariff payable by the roof top Owner to the developer, payment terms, completion period along with other conditions of contract like insurance, warranty, force majeure, arbitration, jurisdiction, governing law, site access for the developer, and, site access for SECI officials for the entire plant life, obligation of the roof top owner regarding providing of data to SECI as per the RfS Document etc.
- No Objection Certificate from the concerned DISCOM for grid connectivity or CEIG approval (In case CEIG approval is suffice for grid connectivity). Undertaking of Successful Bidder on stamp Paper for indemnification of SECI shall be furnished in case approval of CEIG is only furnished for grid connectivity.

(Not mandatory during project identification, however mandatory for project commissioning/operation).

- 4. Summary Project Report (2-3 pages only) as per Format at Annexure H.
- 5. **SECI Service Charges**: DD/ Bankers Cheque/ Online Payment for an amount as per clause no 2.4 of Part-IV (GCC), drawn in favour of Solar Energy Corporation of India Limited, New Delhi, payable at New Delhi against payment of SECI Service Charges.



Annexure-B

LIST OF BANKS

1. SCHEDULED COMMERCIAL			
BANKS	3. FOREIGN BANKS		
SBI AND ASSOCIATES	24. A B BANK		
1. State Bank of India	25. SHINHAN BANK		
2. State Bank of Indore	26. CTBC BANK Co. Ltd.		
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.		
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.		
2. Andhra Bank	29. Antwerp Diamond Bank N.V		
3. Bank of India	30. Australia And New Zealand Banking Group Limited		
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation		
5. Canara Bank	32. American Express Banking Corporation		
6. Central Bank of India	33. CommonWealth Bank of Australia		
7. Corporation Bank	34. Credit Suisse A.G35. FirstRand Bank Ltd.		
8. Dena Bank			
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.		
10. Indian Overseas Bank	37. JSC VTB Bank		
11. Oriental Bank of Commerce	38. National Australia Bank		
12. Punjab National Bank	39. Rabobank International		
13. Punjab & Sind Bank	40. Sberbank		
14. Syndicate Bank	41. USB AG		
15. Union Bank of India	42. United Overseas Bank Ltd.		
16. United Bank of India	43. Westpac Banking Corporation		
17. UCO Bank	44. Woori Bank		
18. Vijaya Bank	45. Doha Bank Qsc		
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GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS

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19. Bank of Baroda	Achievement linked Incentive Scheme)
20. EXIM Bank	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR E	ANKS 1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi U	JFJ Ltd. 5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shang Banking Corpn. Ltd.	Jhai 10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Sing (DBS Bank Ltd.)	japore 16. Nainital Bank Ltd
14. Crédit Agricole Corporate a Investment Bank	and 17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Ba	ink Ltd 18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait	B.S.C 19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.	G 21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank Association	, National
21. State Bank of Mauritius Lto	d.
22. BANK of CEYLON	
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23. BANK INTERNASIONAL	
INDONESIA	

<u>Note</u>: In addition to the banks listed above, the bidder can furnish the Bank Guarantees towards EMD/ PBG issued by any Scheduled Commercial Bank as per RBI.

BANK DETAILS OF SECI

A. DETAILS OF BENEFICIARY/ ACCOUNT HOLDER

Name of Beneficiary	Solar Energy Corporation of India Limited
Address	D-3, 1 st Floor, Wing-A, Prius Platinum Building, District
Address	Centre, Saket, New Delhi - 110 017
Contact Number	Telephone : 0091 11 71989200
E-mail ID	finance@seci.co.in

B. BANK DETAILS

Bank Name	Union Bank of India
Branch Address	Nehru Place Branch, New Delhi - 110 019
Beneficiary Account No.	412101010000709
Beneficiary Account Name	Solar Energy Corporation of India Ltd
Type of Bank Account	Current Account
MICR Code of the Bank	110026030
IFSC Code of the Bank	UBIN0541214

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Annexure-C

NOT APPLICABLE

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Annexure-D

OPERATION AND MAINTENANCE GUIDELINES OF GRID CONNECTED PV PLANTS

(Part A & Part B)

For the optimal operation of a PV plant, maintenance must be carried out on a regular basis.

All the components should be kept clean. It should be ensured that all the components are fastened well at their due place.

Maintenance guidelines for various components viz. solar panels, inverter, wiring etc. are discussed below:

1. SOLAR PANELS

Although the cleaning frequency for the panels will vary from site to site depending on soiling, it is recommended that

- ✓ The panels are cleaned at least once every fifteen days.
- ✓ Any bird droppings or spots should be cleaned immediately.
- ✓ Use water and a soft sponge or cloth for cleaning.
- ✓ Do not use detergent or any abrasive material for panel cleaning.
- ✓ Iso-propyl alcohol may be used to remove oil or grease stains.
- ✓ Do not spray water on the panel if the panel glass is cracked or the back side is perforated.
- ✓ Wipe water from module as soon as possible.
- ✓ Use proper safety belts while cleaning modules at inclined roofs etc.
- ✓ The modules should not be cleaned when they are excessively hot. Early morning is particularly good time for module cleaning.
- ✓ Check if there are any shade problems due to vegetation or new building. If there are, make arrangements for removing the vegetation or moving the panels to a shade-free place.
- ✓ Ensure that the module terminal connections are not exposed while cleaning; this poses a risk of electric shock.
- ✓ Never use panels for any unintended use, e. g. drying clothes, chips etc.
- \checkmark Ensure that monkeys or other animals do not damage the panels.

2. CABLES AND CONNECTION BOXES

- ✓ Check the connections for corrosion and tightness.
- ✓ Check the connection box to make sure that the wires are tight, and the water seals are not damaged.
- \checkmark There should be no vermin inside the box.
- ✓ Check the cable insulating sheath for cracks, breaks or burns. If the insulation is damaged, replace the wire.
- ✓ If the wire is outside the building, use wire with weather-resistant insulation.
- ✓ Make sure that the wire is clamped properly and that it should not rub against any sharp edges or corners.
- ✓ If some wire needs to be changed, make sure it is of proper rating and type.
- 3. INVERTER
- ✓ The inverter should be installed in a clean, dry, and ventilated area which is separated from, and not directly above, the battery bank.

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- ✓ Remove any excess dust in heat sinks and ventilations. This should only be done with a dry cloth or brush.
- ✓ Check that vermin have not infested the inverter. Typical signs of this include spider webs on ventilation grills or wasps' nests in heat sinks.
- ✓ Check functionality, e.g. automatic disconnection upon loss of grid power supply, at least once a month.
- ✓ Verify the state of DC/AC surge arrestors, cable connections, and circuit breakers.
- 4. SHUTTING DOWN THE SYSTEM
- ✓ Disconnect system from all power sources in accordance with instructions for all other components used in the system.
- ✓ Completely cover system modules with an opaque material to prevent electricity from being generated while disconnecting conductors.
- ✓ To the extent possible, system shutdown will not be done during day time or peak generation.

Component	Activity	Description	Interval	Ву
	Cleaning	Clean any bird droppings/ dark spots on module	Immediately	User/Technician
PV Module	Cleaning	Clean PV modules with plain water or mild dishwashing detergent. Do not use brushes, any types of solvents, abrasives, or harsh detergents.	Fortnightly or as per the site conditions	User/Technician
	Inspection (for plants > 100 kW _p)	Use infrared camera to inspect for hot spots; bypass diode failure	Annual	Technician
	Inspection	Check the PV modules and rack for any damage. Note down location and serial number of damaged modules.	Annual	User/Technician
PV Array	Inspection	Determine if any new objects, such as vegetation growth, are causing shading of the array and move them if possible.	Annual	User/Technician
	Vermin Removal	Remove bird nests or vermin from array and rack area.	Annual	User/Technician
Junction Boxes	Inspection	Inspect electrical boxes for corrosion or intrusion of water or insects.	Annual	Electrician

d. INSPECTION AND MAINTENANCE SCHEDULE

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Component	Activity	Description	Interval	Ву
		Seal boxes if required.		
		Check position of switches and breakers.		
		Check operation of all protection devices.		
Wiring	Inspection	Inspect cabling for signs of cracks, defects, lose connections, overheating, arcing, short or open circuits, and ground faults.	Annual	Electrician
Inverter	Inspection	Observe instantaneous operational indicators on the faceplate of the inverter to ensure that the amount of power being generated is typical of the conditions.	Monthly	Electrician
		Inspect Inverter housing or shelter for physical maintenance, if required.		
Inverter	Service	Clean or replace any air filters.	As needed	Electrician
Instruments	Validation	Spot-check monitoring instruments (pyranometer etc.) with standard instruments to ensure that they are operational and within specifications.	Annual	PV Specialist
Transformer	Inspection	Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc.	Annual	Electrician
Tracker	Inspection	Inspect gears, gear boxes, bearings as required.	Annual	Technician
(if present)	Service	Lubricate tracker mounting bearings, gearbox as required.	Bi-annual	Technician
Plant	Monitoring	Daily Operation and Performance Monitoring	Daily	Site in charge
Spare Parts	Management	Manage inventory of spare parts.	As needed	Site in charge

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Component	Activity	Description	Interval	Ву
Log Book	Documentation	Document all O&M activities in a workbook available to all service personnel	Continuous	Site in charge

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<u>Annexure- G</u>

QUALITY CERTIFICATION, STANDARDS AND TESTING FOR GRID-CONNECTED ROOFTOP SOLAR PV SYSTEMS/ POWER PLANTS

Quality certification and standards for grid-connected rooftop solar PV systems are essential for the successful mass-scale implementation of this technology. It is also imperative to put in place an efficient and rigorous monitoring mechanism, adherence to these standards. Hence, all components of grid-connected rooftop solar PV system/ plant must conform to the relevant standards and certifications given below:

Solar PV Modules/ Panels		
IEC 61215/ IS 14286	Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules	
IEC 61701	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules	
IEC 61853- Part 1/ IS 16170: Part 1	Photovoltaic (PV) module performance testing and energy rating –: Irradiance and temperature performance measurements, and power rating	
IEC 62716	Photovoltaic (PV) Modules – Ammonia (NH3) Corrosion Testing	
	(As per the site condition like dairies, toilets)	
IEC 61730-1,2	Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing	
Solar PV Inverters		
IEC 62109-1, IEC 62109-2	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems	
	Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)	
IEC/IS 61683 (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)	
IEC 62116/ UL 1741/ IEEE 1547 (as applicable)	Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures	
	·	

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IEC 60255-27 Measuring relays and protection equipment – Part 27: Product safety requirements IEC 60068-2 / IEC Environmental Testing of PV System – Power Conditioners and Inverters (as applicable) Fuses IS/IEC 60947 (Part 1, 2 & 3), EN 50521 General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests IEC 60269-6 Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems Surge Arrestors Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control IEC 60261/S (5SPD) Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods Cables IEC 60227/IS 694, General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and (Part 1 & 2)/ IEC 60302/IS 1554 Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables		/ RESCO Model (Achievement linked Incentive Scheme)
62093 Inverters Fuses Inverters IS/IEC 60947 (Part 1, 2 & 3), EN 50521 General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests IEC 60269-6 Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems Surge Arrestors Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control IEC 61643-11:2011 Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods Cables General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation) IEC 60502/IS 1554 Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	IEC 60255-27	Measuring relays and protection equipment – Part 27: Product safety requirements
Fuses IS/IEC 60947 (Part 1, 2 & 3), EN 50521 General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-voltage switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests IEC 60269-6 Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems Surge Arrestors Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control IEC 60264-5 Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods Cables General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation) BS EN 50618 Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables		
IS/IEC 60947 (Part 1, 2 & 3), EN 50521 General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests IEC 60269-6 Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems Surge Arrestors Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control IEC 60264-5-53/ IS Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control IEC 61643-11:2011 Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods Cables General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation) IEC 60502/IS 1554 (as applicable) Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	(as applicable)	
2 & 3), EN 50521 (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests IEC 60269-6 Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems Surge Arrestors Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control 15086-5 (SPD) Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods Cables General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation) BS EN 50618 Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	Fuses	
for the protection of solar photovoltaic energy systems Surge Arrestors BFC 17-102:2011 Lightening Protection Standard IEC 60364-5-53/ IS Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control 15086-5 (SPD) Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods Cables IEC 60227/IS 694, ISO (Part 1 & 2)/ IEC 60502/IS 1554 (Part 1 & 2)/ IEC 609947 (as applicable) Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables		 (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety
BFC 17-102:2011Lightening Protection StandardIEC 60364-5-53/ IS 15086-5 (SPD)Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and controlIEC 61643-11:2011Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methodsCablesIEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC 69947 (as applicable)BS EN 50618Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	IEC 60269-6	
IEC 60364-5-53/ IS 15086-5 (SPD)Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and controlIEC 61643-11:2011Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methodsCablesIEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)BS EN 50618Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	Surge Arrestors	
15086-5 (SPD)electrical equipment - Isolation, switching and controlIEC 61643-11:2011Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methodsCablesIEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)BS EN 50618Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	BFC 17-102:2011	Lightening Protection Standard
devices connected to low-voltage power systems - Requirements and test methodsCablesIEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)BS EN 50618Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables		-
IEC60227/IS694, IECGeneral test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)IEC69947 (as applicable)UV resistant for outdoor installation)BS EN 50618Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	IEC 61643-11:2011	devices connected to low-voltage power systems - Requirements and
IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)(as applicable)Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	Cables	
BS EN 50618 Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables	IEC 60502/IS 1554 (Part 1 & 2)/	insulated cables (for working voltages up to and including 1100 V, and
DC Cables	(as applicable)	
Earthing/ Lightning	BS EN 50618	
	Earthing/ Lightning	

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IEC 62561 Series	IEC 62561-1					
(Chemical earthing)	Lightning protection system components (LPSC) - Part 1: Requirements					
	for connection components					
(as applicable)	IEC 62561-2					
	Lightning protection system components (LPSC) - Part 2: Requirements					
	for conductors and earth electrodes					
	IEC 62561-7					
	Lightning protection system components (LPSC) - Part 7: Requirements					
	for earthing enhancing compounds					
Junction Boxes						
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermo-					
	plastic type with IP 65 protection for outdoor use, and IP 54 protection					
	for indoor use					
Energy Meter						
IS 16444 or as	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2 —					
specified by the	Specification (with Import & Export/Net energy measurements)					
DISCOMs						
Solar PV Roof Mounting Structure						
IS 2062/IS 4759	Material for the structure mounting					

Note- Equivalent standards may be used for different system components of the plants. In case of clarification following person/agencies may be contacted.

- Ministry of New and Renewable Energy (Govt. of India)
- National Institute of Solar Energy

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Annexure-H

PROJECT REPORT FORMAT

Format for Summary Project Report for Grid Connected Rooftop and Small SPV Power Plants

- 1. Name of Bidder
- 2. RfS no.
- 3. Project details (Site location & Address)
- 4. Brief about the Rooftop Solar Power Generation System
- 5. Details of the beneficiary
- 6. Specifications of the Components and Bill of Material/ Quantities

SI. no	Component	Specifications	Quantity	Make
A	Solar PV module			
A.1	Aggregate Solar PV			
	capacity (kWp)			
В	Grid Tie inverter (Type			
	and Capacity)			
B.1	Aggregate Inverter			
	capacity (kVA)			
С	Module mounting			
	structure (Certified by a			
	Structural Engineer			
	(Mandatory for 101 kWp			
	to 500 kWp)			
D	Array Junction Box			
E	AC Distribution Board			
F	Cable (All type)			
G	Earthing Kit			
	(maintenance free)			
Н	Meters			
I	Online monitoring			
	system			
J	Any other component			
К	Transformer			

7. Expected output/annum

- 8. Respective drawings for layout, electrical wiring connections, earthing, components etc.
- 9. Connectivity details with grid and metering arrangement (with sketch diagram)
- 10. Copy of electricity bill of the beneficiary and consumer number
- 11. Any other information
- 12. Documentary proof regarding beneficiary type as per clause 1.1 of the RfS

(The above information should be limited up to 2-3 pages only)

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Annexure J

DECLARATION of AUTHORIZATION (For Part C only)

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

I/ We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position ofto do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of grid connected Roof top solar PV scheme in the State ____ in response to the RfS No issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit.

The aforesaid undertaking is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned RfS.

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

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

Signed by the within named

	(Insert the name of the executant company)				
Name:					
Company:					
Phone:	E-mail:				
Address:					
Sincerely,					
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Annexure K

Monthly O & M Report

Month and year:

Name of the bidder:

RFS ref no.:

Project Capacity:

Address of the site:

<u>Part A</u>

Component	Activity	Description	Date	Name / Signature	*Remarks
	Cleaning	Immediately clean any bird droppings/ dark spots on module.			
PV Module	Cleaning	Clean PV modules with plain water or mild dishwashing detergent.			
	Inspection (for plants > 100 kW _p)	Infrared camera inspection for hot spots; bypass diode failure.			
	Inspection	Check the PV modules and rack for any damage.			
PV Array	Inspection	If any new objects, such as vegetation growth etc., are causing shading of the array. Remove if any.			
	Vermin Removal	Remove bird nests or vermin from array and rack area.			
Junction Boxes Inspection •		 Inspect electrical boxes for corrosion, intrusion of water or vermin. Check position of switches and breakers. Check status of all protection devices. 			
Wiring	Inspection	Inspect cabling for signs of cracks, defects, lose connections, corrosion, overheating, arcing, short			

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Component	Activity	Description	Date	Name / Signature	*Remarks
		or open circuits, and ground faults.			
Inverter	Inspection	 Observe instantaneous operational indicators on the faceplate. Inspect Inverter housing or shelter for any physical maintenance. Check for connection tightness. 			
Inverter	Service	Clean or replace any air filters.			
Instruments	Validation	Verify monitoring instruments (pyranometer etc.) with standard instruments to verify their operation within tolerance limits.			
Transformer	Inspection	Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc.			
Plant	Monitoring	Daily Operation and Performance Monitoring.			
· · · · · · · · · · · · · · · · · · ·		Manage inventory of spare parts.			
Log Book	Documentation	n Maintain daily log records.			
Tracker	Inspection	Inspect gears, gear boxes, bearings, motors.			
(if any)	Service	Lubricate bearings, gear as required.			

*Provide details of any replacement of systems/components, damages, plant/inverter shut down (planned/forced), breakdown, etc under remarks.

*Daily register is to be maintained by the bidder at each location greater than 50 kWp. The same may be inspected by SECI or its authorised representative at any time of O&M period. The Register will have the information about the daily generation, Inverter downtime if any, Grid outages.

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<u>Part B</u>

Date	Generation kWh	Grid outage (hh:mm)	Inverter down period (hh:mm)	Remarks
1	KVVII	(1111.1111)	(111.1111)	Remarks
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				1
29				
30				
31				
<u> </u>				

Total generation for the month in kWh:

Cumulative generation since commissioning in kWh:

CUF for month in %:

Cumulative CUF since commissioning in %:

Date:

Signature of the Authorised signatory

of the Bidder

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Annexure L

Project Completion	n Report for Grid-Con	nected Rooftop	
Financial year * :	-		
Approval No. * :			
Proposal Title :			
Installed by agency :			
Project initiated by :			
, , , , , , , , , , , , , , , , , , ,			
Title of the Project* :		Capacity (kWp)*:	
Category of the organization /		Name of the	
beneficiary*:		contact person* :	
Address of contact person* :			
State* :		District/City*:	
Mobile* :		Email* :	
Telephone No. :	STD code-	Website :	
Other info			
Electricity Distribution Company			
Name :			
Electricity consumer account no. as per		as on Date :	
electricity bill :			
Bank Details of Beneficiary			
Name of A/c holder :			
Name of Bank :			
Name of Branch and Address :			
Bank IFSC Code :			
9 Digit Micr Code :			
Type of Account :			
Account No. :			
Adhar Card Number :			
Technology Descri	ption & System Desig	n/Specification	
(Compliance to	BIS/IEC Standards is	mandatory)	
1. Module			
Capacity/Power of each PV	1. Capacity/Power		1. Nos:
Module(Wp)* :	2. Capacity/Power		2. Nos:
Cumulative Capacity of			
Modules(KWp):			
Solar cell technology :			
Module efficiency (in Percentage) :			
2. Inverters			
Type of inverter :			
Make of inverter :			
Sl. No. of Inverters:			
Capacity/Power of each	Capacity/Power		1
PCU/inverters (VA)* :	Nos.		

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CAPEX/ RESCU MO	uel (Achievenie		
Capacity/Power of PCU/inverters			
(KVA) :			
Inverter efficiency (Full load) :			
(in percentage)			
3. Metering Arrangement			
Details of Metering			
Type of Meter* :			
Make of Meter :			
5. Other informations			
Units of electricity generated by the solar plant as per meter (in KWh):			
Monitoring Mechanism :			
No. of personnel to be trained in O&M			
Task & Expected Schedule(in Months)			
:			
Grid connectivity level			
Grid connectivity level phase* :		Grid connectivity level Voltage* :	
Costing of Project			
Hardware cost :	Rs.	Total Cost of Installation :	Rs.
Means of Finance			
Envisaged Central Financial	Rs.		
Assistance from MNRE*			
Incentive from states if any	Rs.		
Contribution of Beneficiaries*	Rs.		
Other Source (s) of Funding	Rs.		

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Annexure-M

INTIMATION TO DISCOM FOR IMPLEMENTATION OF GRID CONNECTED **ROOFTOP SOLAR PV PLANT UNDER SCHEME**

To,

Date:

(Designated Officer, DISCOM)

1.	Name of SPD/Implementing Agency	
2	Name of the Consumer*	
Site	Details*	
3	Address of the Rooftop Project Site:*	H No:
	1 /	Street Name:
		Village Name:
		District Name:
		State:
		Pin Code:
4	Phone / Mobile no. *	
5	Email Id:	
6	Electricity Consumer No. *	
7	Category (Please) *	• Residential • Commercial • Industrial
		• Educational • Government • Others, Specify
8	Installed Plant Capacity (kWp)*	
9	Connected load (kVA)*	
10	Voltage level at interconnection*	\odot 415 V \odot 11 kV \odot above 11 kV
11	Nearest Transformer Details	Location: Capacity:
12	Details of Inverter with Anti-Islanding	
	Protection*	Make: Capacity:
	Phase (Φ): (Please)	\odot Single phase \odot 3-Phase
	Galvanic Isolation (Please)	● Inside Inverter ● Outside Inverter
14	Both AC and DC components of the SPV	1 1
15	CEIG Inspection required*	O Yes O No
16	If, Yes, Inspection date *	
	(Attach copy of CEIG Certificate)	
18	Bank Account details	Account No.
10		Bank Branch
19	Date of Grid Synchronisation*	
20.	Net metering and grid connectivity	Applied on:
	(Attach acknowledgment from DISCOM, if received)	Fees Deposited On:

*to be provided mandatorily

It is certified that the information furnished above is true to the best of my knowledge.

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Consumer /

Authorised Signatory of Implementing Agency on behalf of consumer

Copy To: Engineer In-charge, Solar Energy Corporation of India Limited, New Delhi-17

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Appendix-N

Undertaking from the Bidding Company on their Letter Head

Name: Full Address: Telephone No.: E-mail address: Fax/No.: To, Solar Energy Corporation of India D-3, Wing-A, First Floor, Prius Platinum Building Saket, New Delhi-110017

Dear Sir,

We refer to the RFS No......dated.....for "Implementation of 97.5 MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in different Zones of India under CAPEX/ RESCO Model".

We have carefully read and examined in detail the RfS, including its amendments and clarifications as available on SECI website (<u>www.seci.co.in</u>) and ETS-ISN Website (<u>https://www.bharat-electronictender.com</u>).

Further, we are complying and will continue to comply all terms and conditions of acknowledgement/certificate of MSME until any further orders from the MSME authority. Any change in the acknowledgement/certificate of MSME, submitted to SECI, shall be immediately apprised to SECI for their any further decision in this regard.

Further, we are also eligible for the benefits provided under MSME Act, 2006 and any further order issued by Govt. of India in this regard prior to last date of bid submission for the aforementioned RFS.

In case any information provided/documents submitted or anything material or otherwise is found w.rt above undertaking, SECI shall have the right to cancel the capacity allocated/sanctioned to us and forfeit the Performance Bank Guarantee submitted by us. In addition to above, we (including our affiliate/parent/assigns) may also be debarred by SECI to participate in any future tender .

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFS.

Signature of Managing Director/ Authorised signatory (with company Stamp)

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Appendix-O

PROFORMA OF BANK GUARANTEE FOR SECI SERVICE CHARGES

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

LOA No.....

...... [Name of Contract]

To:

Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

We refer to the Contract ("the Contract")

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder

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prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto and inclusive of 31/03/2019 and shall be extended from time to time for such period, as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

- 2. This Bank Guarantee shall be valid upto 31/03/2019.
- 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before 31.03.2019."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)] Signature_____

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RfS for Implementation of 97.5 MWp Grid Connected Roof Top Solar PV System Scheme for Government Buildings in different Zones of India under CAPEX/ RESCO Model (Achievement linked Incentive Scheme)

	Name		
	Designation		
	POA Number		
	Contact Number(s): Tel	_Mobile	
	Fax Number		
	email		
	Common Seal of the Bank_		
		Witness:	
	Signature		
	Name		
	Address		
	Contact Number(s): Tel	_Mobile	
	email		
Email ID of the Bank Branch:			
Note :			

- 1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
- 2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
- 3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

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Appendix-P

Date:

(Incentive Claim Letter on Company letter Head)

Ref No..... To, A.G.M. (Solar), Solar Energy Corporation of India Limited New Delhi – 110002.

Sub: Claim Letter for release of Incentive for Solar Power Plant of KWp capacity installed at

Ref:

SECI Allocation letter no.
 SECI Sanction letter No.....

Dear Sir,

This is in reference to SECI allocation and sanction letter, We... (Name of successful bidder) has Successfully commissioned the KWp capacity rooftop solar plant installed at (Name, CA No. & Address Site).

As per the sanction letters (Name of successful bidder) is entitled to a Incentive of Rs...... post successful installation, commissioning, inspection, SPIN Entry of the rooftop Solar Power Plant.

Therefore, kindly release the Incentive of Rs. (Rs. In words) at the earliest.

Thanks and regards, (Signature) Signed and Stamp

(Authorised Signatory)

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Annexure - Q

Check List for Completion

Documents against Completion of Project

Name of successful bidder:	Allocated Capacity:
КWр	
Allocation letter No.:	
Sanction letter No. :	
Name of Beneficiary:	Installed Capacity: KW

S.N.	Documents	Yes / NO	Page No.
1	Claim letter for Incentive		
2	Copy of Inspection report along with the required documents as per SECI format		
3	Copy of CEIG Certificate (if applicable)		
4	Copy of Beneficiary/client Completion certificate as per Annexure R (Mandatory when date of inspection is after date of commissioning)		
5	Solar PV plant Insurance Cover		
6	Net Metering Installation report/Intimation to DISCOM /NOC from DISCOM regarding plant connectivity approval		
7	Audited Statement of Expenditure (SOE)		
8	Proof of Spin Entry		

Signature

(Authorised Signatory)

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Annexure - R

BENEFICIARY COMMISSIONING/ COMPLETION REPORT FOR GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PLANT

Certified that a Grid Connected SPV Power Plant of KWp capacity has been installed and commissioned at the site

SECI/C&P/NIT/MNRE/97.5MW GCRT/IND/082019 DTD. _____ and its subsequent amendment and clarifications specifications. The system has been checked for its performance on and The plant made operational.

The admissible incentive may be released by SECI to the successful bidder.

Signature of Government Building Representative,

Date & Seal

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PART - VII

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

IMPLEMENTATION OF 97.5MWp GCRT SOLAR PV SYSTEM SCHEME FOR GOVERNMENT BUILDINGS

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The proposed projects shall be commissioned as per the technical specifications given below. Any shortcomings will lead to cancelation of Incentive in full or part as decided by SECI. Domestic Modules are to be used failing which it will be assumed that system is not matching the requirement of the scheme and bidder's PBG shall be forfeited. Competent Authority's decision will be final and binding on the bidder.

1 DEFINITION

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable. Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of Crystalline PV cells.
- Grid interactive Power Conditioning Unit with Remote Monitoring System
- Mounting structures
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected PVC Cables, pipes and accessories

1.1 SOLAR PHOTOVOLTAIC MODULES:

- 1.1.1 The PV modules used should be made in India.
- 1.1.2 The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 - requirements for testing, for safety qualification or equivalent IS.
 - a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
 - b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum **300** Wp and above wattage. Module capacity less than minimum **300** watts shall not be accepted
 - c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
 - d) PV modules must be tested and approved by one of the IEC authorized test centres.
 - e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
 - f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. SECI/owners shall allow only minor changes at the time of execution.

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- g) Other general requirement for the PV modules and subsystems shall be the Following:
- I. The rated output power of any supplied module shall have positive tolerance in range of 5 watt.
- II. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
- III. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
- IV. I-V curves at STC should be provided by bidder.

Solar PV modules

Plants installed in high dust geographies like Rajasthan and Gujarat must have the solar modules tested with relevant dust standards (Applicable standard would be IEC 60068-2-68).

- 1.1.3 Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules. This should be inside the laminate only.
 - a) Name of the manufacturer of the PV module
 - b) Name of the manufacturer of Solar Cells.
 - c) Month & year of the manufacture (separate for solar cells and modules)
 - d) Country of origin (separately for solar cells and module)
 - e) I-V curve for the module Wattage, Im, Vm and FF for the module
 - f) Unique Serial No and Model No of the module
 - g) Date and year of obtaining IEC PV module qualification certificate.
 - h) Name of the test lab issuing IEC certificate.
 - i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

1.1.4 Warranties:

- a) Material Warranty:
- i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- ii. Defects and/or failures due to manufacturing
- iii. Defects and/or failures due to quality of materials
- Non conformity to specifications due to faulty manufacturing and/or inspection processes.
 If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option
 - b) Performance Warranty:
- i. The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after ten years period of the full rated original output.

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1.2 ARRAY STRUCTURE

- a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Delhi-wind speed of 150 kM/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to SECI. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- g) The minimum clearance of the structure from the roof level should be 300 mm, for RCC type roof,
- h) Ballast type structures can be used only for plants for capacity more than 40 kWp.

1.3 JUNCTION BOXES (JBs)

- a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JBs shall be such that input & output termination can be made through suitable cable glands.
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthings. It should be placed at 5 feet height or above for ease of accessibility.

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- c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs)
 / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- e) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

1.4 DC DISTRIBUTION BOARD:

- a) DC Distribution panel to receive the DC output from the array field.
- b) DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

1.5 AC DISTRIBUTION PANEL BOARD:

- a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply voltage +/- 10 %

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frequency

1.6 PCU/ARRAY SIZE RATIO:

- a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

1.7 PCU/ Inverter:

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/inverter should also be DG set interactive. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

Switching devices	IGBT/MOSFET
Control	Microprocessor /DSP
Nominal AC output voltage and frequency	415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
Output frequency	50 Hz
Grid Frequency Synchronization range	+/- 5 Hz
Ambient temperature considered	-20° C to 50° C
Humidity	95 % Non-condensing
Protection of Enclosure	IP-20(Minimum) for indoor.
	IP-65(Minimum) for outdoor.
Grid Frequency Tolerance range	+/- 5 Hz
Grid Voltage tolerance	-0.20.15
No-load losses	Less than 1% of rated power

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	evement linked incentive Scheme)
Inverter efficiency(minimum)	>93% (In case of 10 kW or above with in-built
	galvanic isolation)
	>97% (In case of 10 KW or above without in- built galvanic isolation)
Inverter efficiency (minimum)	> 90% (In case of less than 10 kW)
THD	< 3%
PF	> 0.9

- a) Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but in case of less than 10kW single phase inverter can be used.
- b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- c) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- e) **Anti-islanding** (Protection against Islanding of grid): The PCU shall have anti islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116 or equivalent BIS standard.
- f) Successful Bidders shall be responsible for limiting dc injection into the grid and load as per the CEA/state regulations.
- g) The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.
- h) The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2 (1,2,14,30)/ Equivalent BIS Std.
- The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- j) The PCU/ inverters should be tested from the MNRE approved test centres/ NABL/ BIS/ IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

2 INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of

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grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service, PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

3 DATA ACQUISITION SYSTEM / PLANT MONITORING

- i. Data Acquisition System shall be provided for each of the solar PV plant above **10 kWp** capacity.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. Solar Irradiance: An integrating Pyranometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.
- iv. Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data logging system
- v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
 - a. AC Voltage.
 - b. AC Output current.
 - c. Output Power
 - d. Power factor.
 - e. DC Input Voltage.
 - f. DC Input Current.
 - g. Time Active.
 - h. Time disabled.
 - i. Time Idle.
 - j. Power produced
 - k. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.
 - vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- vii. PV array energy production: Digital Tri Vector Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. TVM Energy meter along with CT/PT should be of 0.5 accuracy class.
- viii. Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
- ix. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.

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- xi. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- xii. All instantaneous data shall be shown on the computer screen.
- xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- xiv. Provision for instantaneous Internet monitoring and download of historical data shall be also incorporated.
- xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.
- xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis.
- xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.
- xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner / SECI location with latest software/hardware configuration and service connectivity for online / real time data monitoring / control complete to be supplied and operation and maintenance / control to be ensured by the bidder.
- xix. The bidders shall be obligated to push real-time plant monitoring data on a specified intervals (say 15 minute) through open protocol at reciver location (cloud server) in XML/JSON format, preferably. Suitable provision in this regard will be intimated to the bidders.

4 TRANSFORMER "IF REQUIRED" & METERING:

- a) Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work, as per applicable IS or IEC Standard.
- b) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- c) The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to SECI before commissioning of SPV plant.
- d) Reverse power relay shall be provided by bidder (if necessary), as per the local DISCOM requirement.

5 POWER CONSUMPTION:

a) Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Finalization of tariff is not under the purview of SECI or MNRE. Decisions of appropriate authority like DISCOM, state regulator may be followed.

6 PROTECTIONS

The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

6.1 LIGHTNING PROTECTION

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a) The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per NFC 17-102:2011 standard. The protection against induced high-voltages shall be provided by the use of SPD type II and suitable earthing such that induced transients find an alternate route to earth.

6.2 SURGE PROTECTION

a) Internal surge protection shall consist of three SPD type II, surge-arrestors connected from +ve and –ve terminals to earth (via Y arrangement).

6.3 EARTHING PROTECTION

- a) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lighting arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/SECI as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

6.4 GRID ISLANDING:

- a) In the event of a power failure on the electric grid, it is required that any independent powerproducing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as "Islands." Powered Islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- b) A manual disconnect 4-pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

7 CABLES

Cables of appropriate size to be used in the system shall have the following characteristics:

- i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- ii. Temp. Range: -10°C to +80°C
- iii. Voltage rating 660/1000V
- iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- v. Flexible

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- vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%)
- vii. For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- viii. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper/Aluminium cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.
- ix. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in colour.
- x. The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.
- xi. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers
- xii. All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal or half to the size of the phase wires.
- xiii. Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.
- xiv. Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in colour.
- xv. All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV as per relevant standards only.
- xvi. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant shall be provided by the bidder. Any change in cabling sizes if desired by the bidder shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.
- xvii. Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.
- xviii. The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.
- xix. The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

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8 CONNECTIVITY

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

Plant Capacity	Connecting voltage
Up to 10 kW	240V-single phase or 415V-three phase at the option of the consumer
Above 10kW and up to 100 kW	415V – three phase
Above 100kW	At HT/EHT level (11kV/33kV/66kV) as per DISCOM rules

- a) Utilities may have voltage levels other than above, DISCOMS may be consulted before finalization of the voltage level and specification be made accordingly.
- b) For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the SPV bidders.

9 TOOLS & TACKLES AND SPARES:

- a) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder for approval of specifications and make from SECI/ owner.
- b) A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished.

10 DANGER BOARDS AND SIGNAGES:

a) Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum- control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with SECI/ owner.

11 FIRE EXTINGUISHERS:

The firefighting system for the proposed power plant for fire protection shall be consisting of:

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- a) Portable fire extinguishers in the control room for fire caused by electrical short circuits
- b) Sand buckets in the control room
- c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

12 DRAWINGS & MANUALS:

- a) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- b) Approved ISI and reputed makes for equipment be used.
- c) For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to SECI/owners before progressing with the installation work

13 PLANNING AND DESIGNING:

- a) The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The bidder should submit the array layout drawings along with Shadow Analysis Report to SECI/Owner for approval.
- b) SECI reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- c) The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder submit three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

14 DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT

- a) The Contractor shall furnish the following drawings Award/Intent and obtain approval
- b) General arrangement and dimensioned layout
- c) Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- d) Structural drawing along with foundation details for the structure.
- e) Itemized bill of material for complete SV plant covering all the components and associated accessories.
- f) Layout of solar Power Array
- g) Shadow analysis of the roof

15 SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT

The Solar PV system on the rooftop of the selected buildings will be installed for meeting upto 90% of the annual energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at commercial tariff of DISCOMs.

16 SAFETY MEASURES:

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The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

17 DISPLAY BOARD

The bidder has to display a board at the project site (above 25 kWp) mentioning the following:

- a. Plant Name, Capacity, Location, Date of commissioning, estimated Power generation.
- Financial Assistance details from SECI/MNRE/Any other financial institution apart from loan.
 This information shall not be limited to project site but also be displayed at site offices/head quarter offices of the successful bidder
- c. The size and type of board and display shall be approved by Engineer-in-charge before site inspection.

Please refer **Annexure-G** for IEC standards to be mandatorily adhered.

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