



Solar Energy Corporation of India Limited
(A Government of India Enterprise)
CIN : U40106DL2011GOI225263

D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre,
Saket, New Delhi - 110 017
Tel: 011 - 71989200, Fax: 011 - 71989243
E mail : contracts@seci.co.in

Request for Selection (RfS) Document

For

Selection of Solar Power Developers for Setting up of
6GW ISTS Connected Solar PV Power Plants linked
with Setting up of 2GW (Per Annum) Solar
Manufacturing Plant under Global Competitive Bidding

RfS No. [SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019](#)

Dated : 25/06/2019

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DISCLAIMER

1. 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).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. 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: New Delhi

Date: 25/06/2019



SECTION - I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

SETTING UP OF 6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH SETTING UP OF 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT UNDER GLOBAL COMPETITIVE BIDDING

(SINGLE STAGE TWO ENVELOPE BIDDING) under e-Tendering

1. Solar Energy Corporation of India Limited (hereinafter called "SECI") is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
2. Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" vide Gazette Resolution dated 03.08.2017 including its amendments vide Gazette Resolution dated 15.06.2018 and Gazette Resolution dated 07.01.2019. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the 'Procurers', from grid-connected Solar PV Power Projects, having size of 5 MW and above, through competitive bidding. This RfS document has been prepared in general as per the above Guidelines issued by MoP dated 03.08.2017 including its Amendments dated 15.06.2018 and 07.01.2019.
3. As part of the Government of India's targets of achieving a cumulative capacity of 100 GW Solar PV installation by the year 2022, SECI wishes to invite proposals for setting up of ISTS Connected Solar PV Projects (for an aggregate capacity upto 6GW) linked with setting up of Solar Manufacturing Plant (for an aggregate capacity of 2GW) in India on "Build Own Operate" basis. SECI shall enter into Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.
4. Power procured by SECI from the above Projects has been provisioned to be sold to the different Buying Utilities of India. The details of Buying Utilities shall be intimated at a later date.

OVERVIEW OF THE RfS

5. Solar Power Developers (hereafter referred to as SPDs) selected by SECI based on this RfS, shall be required set up cumulative annual Solar Manufacturing Capacity of 2GW, which shall be setup over a maximum period of 02 (Two) Years' from the effective date of Package-I PPAs. The SPDs shall be selected through Tariff Based Competitive Bidding followed by e-Reverse Auction. The SPDs shall be provided assured PPAs upto 1500MW

against 500MW of Solar Manufacturing Plant. The SPDs have to set up ISTS Connected Solar PV Power Plants on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA) of capacity upto 1500MW against manufacturing capacity of 500MW allocated to it. Thus, the total Solar PV Power Plant capacity would be maximum of 6000MW for manufacturing capacity of 2000MW. The standard PPA and PSA documents shall be shortly uploaded and can be downloaded from the e-tendering portal <https://www.bharat-electronictender.com>.

6. The capacity for which any bidder can quote will be any capacity upto 1500MW of Solar PV Projects Capacity linked to 500MW of Solar Manufacturing Capacity corresponding to 01 Project. A total of 04 Projects (each Project comprising upto 1500MW of Solar PV Projects Capacity linked to 500MW of Solar Manufacturing Capacity) are under the bidding process. However, any bidder would be free to bid for all the 04 Projects. Tariff shall be quoted for the capacity offered for Setting up of the Solar PV Power Plant only (any Capacity upto 1500MW per Project) including Setting up of the 500MW Solar Manufacturing Plant per Project by the Successful Bidders/ SPDs.

6.1. The maximum Capacity related to Solar PV Power Plant i.e. 1.5GW per Project can be reduced if any bidder wishes to do so. The bidder(s) are allowed to reduce the proposed Capacity related to Solar PV Power Plant under any particular Project to the best possible extent. For this, the bidder shall intimate the revised proposed Capacity of the Solar PV Power Plant at the time of submission of their bid to SECI vide Covering Letter (Format 7.1). The proposed Capacity related to Solar PV Power Plant indicated by the bidder in their Covering Letter shall remain unchanged post submission of bids. Increase in proposed Capacity related to Solar PV Power Plant under any particular Project is not allowed at any stage. The Capacity related to Solar Manufacturing Plant i.e. 500MW per Project shall remain unchanged.

7. The SPDs would be allowed to set up ISTS Connected Solar PV Power Plant in parallel with setting up of manufacturing facility, i.e. the mandatory requirement of using self-produced modules in the Solar PV Power Plants under this scheme, will not be there. This can be set up either through imported modules or through modules manufactured by the manufacturing unit being set up by the bidder or through any other domestic modules. For this ISTS Connected Solar PV Power Plant, an assured offtake in the form of PPAs for Solar Power generated in these plants would be given. The PPAs will be executed within a maximum time frame of 90 (Ninety) Days from the date of LoA. The Solar PV Power Plant will be allowed staggered commissioning over a period upto 31st March'2022, with minimum 30% of the cumulative allocated capacity being commissioned within first 18 (Eighteen) months from effective date of Package-I PPAs. E.g. the successful bidder will be required to commission minimum 30% (Thirty Percent) {Package I} of the cumulative allocated capacity within 18 (Eighteen) months from the effective date of PPAs for Package I and balance 70% (Seventy Percent) {Package II} of the cumulative allocated capacity shall be commissioned

latest by 31st March'2022.

7.1. For the capacities commissioned beyond 31st March'2022, SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity. In such case, ISTS charges or the sum of tariff reduction due to the delay in Solar PV Manufacturing Plant commissioning and Solar PV Power Plant commissioning, whichever is higher will be applicable on the SPD. Both ISTS charges and tariff reductions on account of delays will not be levied simultaneously.

8. SECI shall enter into PPA with successful bidders/ Developers/ SPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the SPD is fixed at **INR 2.75/ kWh for 25 years**. The SPDs will be free to avail any fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Solar PV Power Projects. SECI shall not be responsible for any reason, if the SPD is unable to avail any such fiscal incentive/ benefit pertaining to him.

8.1. The successful bidders/ developers selected out of this RfS/ scheme shall not be allowed to avail any kind of incentives related to Solar Manufacturing Plants available under any Central Government Scheme.

9. Bidders shall submit their bid by offering separate tariffs for the capacity quoted against Solar PV Power Plant as detailed below: -

- (a) Bidding Package A : This Package is meant for setting up of Solar Manufacturing Plants related to Cells and Modules only. Under this Package, 02 (Two) Projects shall be awarded. Each Projects having minimum Annual Production Capacity as given below:

S. N.	Description	Minimum Annual Production Capacity
1	Cells	Corresponding to 500MW of Modules Manufacturing Facility
2	Modules	500 MW

- (b) Bidding Package B : This Package is meant for setting up of Solar Manufacturing Plants related to Ingots and Wafers only. Under this Package, 02 (Two) Projects shall be awarded. Each Projects having minimum Annual Production Capacity as given below:

S. N.	Description	Minimum Annual Production Capacity
1	Ingots	Corresponding to 500MW of Modules Manufacturing Facility
2	Wafers	Corresponding to 500MW of Modules Manufacturing Facility

9.1. If any bidder wishes to opt for Thin Film Technology, he shall be allowed to participate under Bidding Package-A only. He needs to set up the Integrated Solar PV Manufacturing Plant having Annual Production Capacity of 500MW of PV Modules per Project.

9.2. Any bidder can quote for both the Bidding Packages. LoA shall be issued to a single bidder if the same bidder quotes the lowest tariff in both the Bidding Packages during e-Reverse Auction (e-RA). Separate e-Reverse Auctions shall be carried out for both the Bidding Packages.

10. If the Solar PV Power Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

11. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

11.1. The Projects to be selected under this RfS (for cumulative capacity upto 6GW against ISTS Connected Solar PV Power Plant and cumulative capacity of 2GW against Solar Manufacturing Plant) can be installed anywhere in India. The manufacturing facilities shall be technology agnostic. That is, the manufacturer can use any technology for producing ingots/ wafers/ cells/ modules.

11.2. For silicon based technologies, incase of Cells and Modules facilities, the production facility of producing cells and modules need to be established anywhere in India and the functional raw material, that is Polysilicon Wafers can be sourced from anywhere. The other supplementary raw materials (apart from silicon based raw materials) required for processing of Silicon Wafer to Cell and Module can also be sourced from anywhere.

11.3. For silicon based technologies, incase of Ingots and Wafers facilities, the production facility of producing Ingots and Wafers need to be established anywhere in India and the functional raw material, that is Polysilicon, can be sourced from anywhere. The other supplementary raw materials (apart from silicon based raw materials) required for processing from Polysilicon can also be sourced from anywhere.

11.4. For non-silicon based technologies, the primary functional raw material can be imported. However, the subsequent manufacturing chain needs to be established anywhere in India. The other supplementary raw materials (apart from primary raw material) required for processing can be sourced from anywhere.

11.5. For Solar PV Power Plants, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV or any other, with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to

achieve the timely commissioning of the Projects.

12. For Solar PV Power Plants, already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, may be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.

12.1. For Solar Manufacturing Plants, as this scheme calls for Setting up of Solar Manufacturing Plants in India, already commissioned Manufacturing Plants cannot be considered under this RfS. Further, since the intention of this scheme is to bring in new manufacturing capacity, this RfS/ scheme is linked only with the capacity that will be set up in future.

12.2. However, expansion of the existing manufacturing facilities can be done in the form of addition of new manufacturing facilities. This can be set up anywhere in India.

13. GUIDELINES FOR IMPLEMENTATION OF THE RfS

This RfS document has been prepared in general based on the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by Ministry of Power vide Gazette Resolution dated 03.08.2017 including its amendments dated 15.06.2018 and 07.01.2019. In case of any difference in interpretation between this tender document and said guidelines, the provisions of tender documents including subsequent amendments, clarifications and the decision of SECI shall be final and binding on Bidder/ SPD.

14. Solar Energy Corporation of India Limited (SECI) has issued this RfS in the capacity of “Intermediary Procurer” as defined in the aforementioned Guidelines, SECI may develop a suitable monitoring mechanism, to analyse the performance of the projects and carry out random checks to verify compliance of quality standards.

15. Not Used.

16. Qualitative Requirement:

16.1 Under Bidding Package-A, the following qualitative requirements shall need to be met by all manufacturing Facilities offered under this scheme:

- I. The manufacturing facility should be such as to be able to produce cells of minimum average efficiency of 21% (Twenty One Percent) and at least 30% of the installed capacity should be capable of producing cells of average efficiency of 22% (Twenty Two Percent) or more. The module average efficiency shall be of minimum 19% (Nineteen Percent).

- II. In case of Thin Film Module manufacturing facility, the produced modules from Manufacturing Plant shall be of minimum average efficiency of 18% (Eighteen Percent).
- III. The manufacturing facility should comply with "the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017" notified by MNRE vide Gazette Resolution dated 5th September'2017, and further amendments, if any, thereto.

16.2 Under Bidding Package-B, the following qualitative requirements shall need to be met by all manufacturing Facilities offered under this scheme:

- I. The Ingot Facility shall be for growth of Mono Crystalline Ingots or Integrated Facility for manufacturing of Mono Crystalline Wafers
- II. The Production capacity for 500MW Ingot Wafer facilities shall be 1250 MT Ingots per Annum and 10.5 Million Wafers per Annum. Minority Carrier lifetime shall be more than 600 Micro Seconds, Impurity Concentration shall be less than $10^{17}/\text{cm}^3$ and Resistivity shall be in the range between 1 - 3 Ohm-cm.
- III. The Ingot to Ingot variation of resistivity shall be $\pm 10\%$.

GENERAL

17. The complete RfS Documents are available at e-tendering portal <https://www.bharat-electronictender.com> as well as on CPPP portal <https://eprocure.gov.in/cpppp/> and SECI's website <http://www.seci.co.in>. Interested bidders shall mandatorily download the official copy of RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.

18. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com (India) Pvt. Limited (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant

procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited, New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

19. While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by Employer for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, Employer on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

20. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the global competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Employer and the Bidder/ SPD shall be governed by the RfS Documents/ Contract signed between the Employer and the SPD for the package.

21. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on e-tendering portal of ETI <https://www.bharat-electronictender.com>, CPPP portal <https://eprocure.gov.in/cppp/> and SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet. **However, incase of any discrepancy, the information available on ETI website shall prevail.**

22. Bidder shall submit bid proposal along with non-refundable Document Fees and Bid Processing Fees, Earnest Money Deposit (EMD) 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 Document Fees and/ or Bid Processing Fees and/ or Earnest Money Deposit (EMD) may be considered as non-responsive. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

23. RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from e-tendering portal of ETI <https://www.bharat-electronictender.com> or from CPPP portal <https://eprocure.gov.in/cppp/> or from SECI website <http://www.seci.co.in>. **It is mandatory to download the official copy of RfS Document from e-tendering Portal of**

ETI in order to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ETI website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI website. The same may also be uploaded on CPPP portal <https://eprocure.gov.in/cppp/> and SECI website <http://www.seci.co.in> also. **However, incase of any discrepancy, the information available on ETI website shall prevail.**

24. Incase the RfS provides provision for multiple bids by a common bidder, then separate EMD(s), Bid Processing Fees and Document Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of SECI (offline) whose mailing address is mentioned in the Bid Information Sheet.
25. For multiple Projects, separate Performance Bank Guarantees shall be furnished against each Project being executed under this RfS by the SPD after issuance of Letter of Award (LoA) by SECI.
26. The detailed Qualifying Requirements (QR) are given in Section-III of the RfS.
27. SECI shall conduct e-Reverse Auction (e-RA) separately for both the Packages (i.e. Package-A and Package-B) as per provisions of RfS documents.
28. ***SECI reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

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.

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	<p>1.0 Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant to be installed anywhere in India.</p> <p>2.0 Land, Connectivity and Long Term Open Access shall be in the scope of the the Developer.</p>				
(B)	RfS NO. & DATE	SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 dated 25.06.2019				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center; vertical-align: middle;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">TWO BID SYSTEM</td> <td style="text-align: center; vertical-align: middle;"><input checked="" type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input style="width: 80%;" type="text"/>	TWO BID SYSTEM	<input checked="" type="text" value="Yes"/>
SINGLE BID SYSTEM	<input style="width: 80%;" type="text"/>					
TWO BID SYSTEM	<input checked="" type="text" value="Yes"/>					
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">E-TENDER</td> <td style="width: 50%; text-align: center; vertical-align: middle;"><input checked="" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">MANUAL</td> <td style="text-align: center; vertical-align: middle;"><input type="text"/></td> </tr> </table>	E-TENDER	<input checked="" type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input checked="" type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Documents [Reference Clause No. 15, Section-II, Instructions to Bidders (ITB) of RfS]				
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">APPLICABLE</td> <td style="width: 50%; text-align: center; vertical-align: middle;"><input checked="" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">NOT APPLICABLE</td> <td style="text-align: center; vertical-align: middle;"><input type="text"/></td> </tr> </table> <p>Amount: INR 118,000/- (Indian Rupees One Lac Eighteen Thousand Only) including GST, to be submitted either through NEFT/ RTGS transfer in the account of SECI or in the form of DD/ Pay Order, along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.</p>	APPLICABLE	<input checked="" type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input checked="" type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					

(G)	BID PROCESSING FEE (NON-REFUNDABLE)	<table border="1"> <tr> <td data-bbox="686 247 956 352">APPLICABLE</td> <td data-bbox="956 247 1203 352"><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="686 352 956 422">NOT APPLICABLE</td> <td data-bbox="956 352 1203 422"><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 590,000/- (Indian Rupees Five Lacs Ninety Thousand Only) including GST for each Project, to be submitted either through NEFT/ RTGS transfer in the account of SECI or in the form of DD/ Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi.</p>	APPLICABLE	<input checked="" type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(H)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="686 682 956 766">APPLICABLE</td> <td data-bbox="956 682 1203 766"><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="686 766 956 835">NOT APPLICABLE</td> <td data-bbox="956 766 1203 835"><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 5.5 Crore + INR 4 Lacs/ MW against the quoted Capacity of Solar PV Power Plant for each Project to be submitted in the form of Bank Guarantee along with the Response to RfS in line with Provisions of Clause no. 10, Section-II, ITB.</p>	APPLICABLE	<input checked="" type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(I)	PERFORMANCE BANK GUARANTEE	<table border="1"> <tr> <td data-bbox="686 1054 956 1138">APPLICABLE</td> <td data-bbox="956 1054 1203 1138"><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="686 1138 956 1207">NOT APPLICABLE</td> <td data-bbox="956 1138 1203 1207"><input type="checkbox"/></td> </tr> </table> <p>To be submitted in the form of Bank Guarantees within 80 Days from the date of issuance of LoA/ prior to execution of PPAs/ Manufacturing Contracts whichever is earlier in line with Provisions of Clause no. 11, Section-II, ITB</p>	APPLICABLE	<input checked="" type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(J)	SUCCESS CHARGES	<table border="1"> <tr> <td data-bbox="686 1396 956 1480">APPLICABLE</td> <td data-bbox="956 1396 1203 1480"><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="686 1480 956 1549">NOT APPLICABLE</td> <td data-bbox="956 1480 1203 1549"><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 80,000/- (Indian Rupees Eighty Thousand Only) per MW of Allocated Solar PV Power Plant Capacity + 18% GST against each Project to be submitted either through NEFT/ RTGS transfer in the account of SECI or in the form of DD/ Pay Order in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi within 80 Days from the date of issuance of LoA/ prior to execution of PPAs/ Manufacturing Contracts</p>	APPLICABLE	<input checked="" type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					

RfS for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding

		whichever is earlier in line with Provisions of Clause no. 12, Section-II, ITB
(K)	DATE, TIME & VENUE OF PRE-BID MEETING	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 Scheduled as per NIT on ETI portal and/ or SECI website.
(L)	OFFLINE AND ONLINE BID-SUBMISSION DEADLINE	As per NIT on ETI portal and/ or SECI website
(M)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ETI portal and/ or SECI website
(N)	e-Reverse Auction (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(O)	CONTACT DETAILS OF ETI	M/s Electronic Tender.com (India) Pvt. Limited 1001, City Court, M. G. Road Gurugram - 122 002, HARYANA Contact Person : ETS Helpdesk 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 : support@esn-ets.com
(P)	Name, Designation, Address and other details (For Submission of Response to RfS)	General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 1st Floor, D-3, A-Wing, District Centre, Prius Building, Saket, New Delhi-110017 Tel No. 011-71989256 Email - contracts@seci.co.in
(Q)	Details of persons to be contacted in case of any assistance required	1) Sh. Sanjay Sharma General Manager (Contracts & Procurement), Ph: 011-71989256 2) Sh. Manas Ranjan Mishra Manager (Contracts & Procurement) Ph: 011-71989294 3) Sh. Sunil Sr. Engineer (Contracts & Procurement) Ph: 011-71989264
(R)	Details of persons to be contacted in case of any technical assistance required	1) Dr. Y. B. K. Reddy / Sh. Vineet Kumar Addl. General Manager (Solar)/ Manager (Solar), Ph: 011-71989230/ 245

Notes:

- 1.0 Bids must be submitted strictly in accordance with Section-II, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) if any from e-tendering portal of ETI (<https://www.bharat-electronictender.com>) and/ or from CPPP portal (<https://eprocure.gov.in/cppp/>) and/ or from SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and/ or <https://eprocure.gov.in/cppp/> and/ or www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.



SECTION - II

INSTRUCTION TO BIDDERS (ITB)

Preamble

This part (Section - II) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of the Employer/ Owner and Bidders/ Contractors shall be governed by the RfS Documents/ Contracts signed between the Employer/ Owner and the Contractor for the respective package(s). The provisions of RfS Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - II and the RfS Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

1 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the websites of ETI {M/s Electronic Tender.com (India) Pvt. Limited} <https://www.bharat-electronictender.com> and/ or from CPPP (Central Public Procurement Portal) <https://eprocure.gov.in/cppp/> and/ or from SECI website www.seci.co.in. A link of the same is also available at www.seci.co.in.

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

2 COST OF RfS DOCUMENTS & PROCESSING FEES

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Bid Processing Fee and Cost of RfS Documents as mentioned in the Bid Information Sheet. A Bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of Bid Processing Fee and Cost of RfS Documents. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/ RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bank details of SECI are available on www.seci.co.in under the "Financials" Tab (http://www.seci.co.in/other_page.php?page=financials). The bids submitted without cost of the RfS document and/ or Processing Fee (including partial submission of either of the respective amounts) and/ or Bank Guarantee against EMD, may be liable for rejection by SECI.

The Cost of RfS Documents and Bid Processing Fees are non-refundable and shall not be returned to the bidder(s) under any circumstances except for annulment of tender/ RfS by SECI.

3 TOTAL CAPACITY OFFERED

- 3.1 Selection of Developers will be carried out through e-bidding followed by e-Reverse Auction process. The Projects will be setup anywhere in India. However, the individual Units/ Facilities of Manufacturing can be set up anywhere in India at single/ multiple locations. Any bidder can opt for reduction in Solar PV Power Plant Capacity at its own discretion. If so, he has to intimate the proposed capacity of Solar PV Power Plant at bidding stage itself. However, the capacity of Solar Manufacturing Plant shall remain unchanged.
- 3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for setting up of ISTS Connected Solar Photovoltaic Power Plants including setting up of

Solar Manufacturing Plants on Build-Own-Operate (B-O-O) basis.

- 3.3 Projects shall be allocated in the configuration of 4 x 1.5GW, i.e. each Project shall have Solar PV Power Plant capacity upto 1.5GW linked with annual manufacturing capacity of 500MW and a maximum of 04 (Four) such Projects shall be allotted under the RfS either to a single bidder including its Parent and Affiliate or multiple bidders. Out of total 04 (Four) Projects, 02 (Two) Projects shall be allotted under each Bidding Packages (i.e. Bidding Package A and Bidding Package B) as mentioned under Clause No. 09, Section-I, IFB of RfS Document. The Capacity related to Solar PV Power Plant i.e. 1.5GW per Project can be reduced if any bidder wishes to do so. The bidder(s) are allowed to reduce the proposed Capacity related to Solar PV Power Plant under any particular Project to the best possible extent. For this, the bidder shall intimate the revised proposed Capacity of the Solar PV Power Plant at the time of submission of their bid to SECI vide Covering Letter (Format 7.1). The proposed Capacity related to Solar PV Power Plant indicated by the bidder in their Covering Letter shall remain unchanged. Increase in proposed Capacity related to Solar PV Power Plant under any particular Project is not allowed. The Capacity related to Solar Manufacturing Plant i.e. 500MW per Project shall remain unchanged.

Projects shall be connected to the ISTS system and Delivery Point, as defined in the Section-IV of the RfS, shall be the CTU substation at 220kV level or above.

The SPDs shall demonstrate the Contracted Capacity at the Interconnection Point, as defined in the Commissioning Procedure enclosed in Annexure-A and Appendix-A-1.

Project Configuration

The term "Power Project" or "Solar Power Project" shall have the meaning as defined in Section IV of the RfS, and shall refer to each Project capacity as quoted by the bidder at the time of bidding/ awarded to the Bidder after issuance of LoA.

The Bidder may however, set up the Power Project capacity at a single location, or he may configure the Power Project as being sub-divided into a number of "Blocks", being set up at multiple locations. Following points are to be noted in this regard:

- The Solar Power Project may consist of any number of blocks and each block of minimum 50 MW or in multiples of 50 MW. The minimum voltage level for a single block shall be 33kV.
- A single tariff shall be quoted by the Bidder for each Project under any particular Bidding Package (i.e. either Bidding Package A or Bidding Package B). Ex, if single bidder is bidding for 02 (Two) Projects upto 1500 MW each under Bidding Package A, then the bidder shall quote single tariff for all 02 Projects. However, if single bidder is bidding for 02 (Two) Projects upto 1500 MW each under both Bidding

Package A and Bidding Package B, then the bidder shall quote separate tariffs for all the Projects quoted under Bidding Package A and Bidding Package B.

- c) Power Purchase Agreements shall be signed for each Solar Power Project and there can be multiple PPAs based on above configuration. The Bidders shall be responsible for obtaining Connectivity and Long Term Open Access (LTA).
- d) The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LoA until the achievement of Financial Closure, subject to the condition as per (c) above.
- e) SECI shall not be responsible for any delay in reconfiguration of the Power Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Power Project.

4 **PROJECT LOCATIONS**

The Solar PV Projects can be setup anywhere in India. Further, the individual Units/Facilities of Manufacturing can be set up anywhere in India at single/ multiple locations.

5 **PROJECT SCOPE & TECHNOLOGY SELECTION**

Under this RfS, the SPD shall set up Solar Manufacturing Plant and Solar PV Project(s) including the transmission network up to the Interconnection/ Delivery Point in line with Clause No. 7, Section-II, ITB, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity and LTA) including those required from State Government and local bodies shall be in the scope of the SPD. The manufacturing facilities shall be technology agnostic. That is, the manufacturer can use any technology for producing modules.

For silicon based technologies, incase of Cells and Modules facilities, the production facility of producing cells and modules need to be established anywhere in India and the functional raw material, that is Polysilicon Wafers can be sourced from anywhere. The other supplementary raw materials (apart from silicon based raw materials) required for processing of Silicon Wafer to Cell and Module can also be sourced from anywhere.

For silicon based technologies, incase of Ingots and Wafers facilities, the production facility of producing Ingots and Wafers need to be established anywhere in India and the functional raw material, that is Polysilicon, can be sourced from anywhere. The other supplementary raw materials (apart from silicon based raw materials) required for processing from Polysilicon can also be sourced from anywhere.

For non-silicon based technologies, the primary functional raw material can be imported. However, the subsequent manufacturing chain needs to be established anywhere in India. The other supplementary raw materials (apart from primary raw

material) required for processing can be sourced from anywhere.

For Solar PV Power Plants, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV or any other, with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. The Solar PV Power Plant can be set up either through imported modules or through modules manufactured by the manufacturing unit being set up by the SPD or through any other domestic modules. The SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/ regulations of the State where the Project/ Blocks/ Packages are being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

6 **MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER**

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

- (i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit only a single bid for maximum 04 (Four) Projects in the prescribed formats as detailed Clause No. 21, Section-II, ITB, giving details of the Projects.
- (ii) The total number of Projects to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 04 (Four) Projects, with cumulative Solar PV Power Plant capacity upto 6GW including Solar Manufacturing Capacity of 2GW being awarded to a single Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company.
- (iii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for allocation of Projects is elaborated in Section-V of RfS.
- (iv) In case the bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable for the Project Capacity with separate boundary wall, separate injection points and metering arrangement.

7 **CONNECTIVITY WITH THE GRID**

- 7.1 The entire Power Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commission and

Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be 220kV.

- 7.2 The responsibility of getting ISTS connectivity and Long-Term Open Access (LTA) shall entirely be with the SPD and shall be at the cost of the SPD. The transmission of power up to the point of Interconnection with ISTS (Delivery Point) where the metering is done for energy accounting, shall be the responsibility of the SPD at his own cost. In case the SPD is required to use InSTS to bring solar power upto ISTS point, he may do so as per rules and regulations prescribed by the respective SERC in this regard at his own cost.
- 7.3 The maintenance of Transmission system up to the Inter-connection Point with ISTS shall be the responsibility of SPD.
- 7.4 The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by any other agency. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/ Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto the Interconnection Point will be borne by the SPD. Two or more Block can be connected to a common pooling substation from which the pooled power can be transferred to the CTU substation through a common transmission line subject to the following conditions: a) Acceptance of such an arrangement by the CTU. b) The metering arrangements for each Power Project/ Block shall be as per the CERC/ SERC regulations. The energy accounts are divided and clearly demarcated for the power generated at the Project and are issued by the STU/ SLDC/ RLDC concerned. In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU substation, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.
- 7.5 The SPD shall comply with all relevant CERC/ SERC regulations including Forecasting, Scheduling and Deviation Settlement, as applicable and are also responsible for all liabilities related to LTA and Connectivity.
- 7.6 Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.
- 7.7 Metering arrangement shall have to be adhered to in line with relevant clause of the PPA.
- 7.8 The Buying Utility will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.
- 7.9 Incase the successful bidder wants to change the location & connectivity of the project, then the same may be done as per the existing CERC/ CTU regulations, up to Financial

closure only at his own risk & cost keeping the final SCD as fixed and binding. No extension in any case in regard of the SCD will be granted to the bidder.

- 7.10 The SPD shall be required to follow the detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time. The SPDs shall be required to apply for connectivity within 30 days of issuance of LOAs, and shall furnish the Stage-II connectivity to SECI at the earliest. The SPD shall apply due diligence while identifying the ISTS Substations and applying for connectivity, with respect to bay availability and/ or timelines of commissioning of planned ISTS infrastructure. SECI does not assume any responsibility in this above mentioned process of ascertaining availability at the ISTS Substations and grant of Connectivity. In case the SPD fails to obtain the Stage-II connectivity at a Substation identified by the bidder, the same shall be immediately notified by the SPD to SECI. The LTA shall be applied for by the SPD within 60 days of issuance of LOAs.
- 7.11 Long Term Access (LTA) shall be required to be submitted by the SPD prior to commissioning of the Project. In case the SPD is unable to obtain connectivity at the sanctioned location, and/ or there is a delay in grant/ operationalization of LTA by the CTU and /or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:
- (i) The SPD has complied with the complete application formalities as per Clause 7.10 above,
 - (ii) The SPD has adhered to the applicable Procedure in this regard as notified by the CERC/ CTU, and
 - (iii) The delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/ transmission licensee and is beyond the control of the SPD;

The above shall be treated as delays beyond the control of the SPD and SCD shall be extended for such Projects upto 15 (Fifteen) days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/ or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.

- 7.12 Government of India from time to time issues order for waiver of Inter-State Transmission System (ISTS) Charges and losses on Transmission of Solar/ Wind Power till a certain Date. In case the SCD of the Project is prior to the date till above ISTS waiver is applicable, and if the commissioning of the Solar PV Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of

Transmission Charges and losses would be shared between the SPD and the Buying Utility(ies) in the ratio of 50:50.

However, in case the commissioning of the Solar PV Project gets delayed beyond the applicable date of ISTS waiver due to reasons attributable to the SPD, the liability of Transmission Charges and losses would be that of the SPD.

Further, it is specifically indicated that in case of extension of the SCD for the Project beyond the above applicable deadline of ISTS waiver, due to delay in readiness of ISTS substation and/ or delay in LTA operationalization, such Projects shall be deemed having been commissioned prior to the above applicable deadline for ISTS waiver (if the Project is commissioned within 15 days of readiness of ISTS substation), and ISTS charges and losses for such Projects shall be considered to be waived off.

8 POWER GENERATION BY SOLAR POWER DEVELOPER

8.1 Criteria For Generation

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

8.2 Shortfall In Generation

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

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

8.3 Excess Generation

Any excess generation over and above 10% of declared annual CUF will be purchased by SECI at a fixed tariff of 75% (seventy-five percent) of the PPA tariff, provided SECI is able to get any buyer for sale of such excess generation. However, the SPD shall inform at least 60 days in advance of such excess generation to SECI, to enable SECI take necessary actions for sale of this excess generated energy. SECI shall be required to intimate its approval/ refusal to the SPD, for buying such excess generation not later than 1 month of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by SECI within the said period of 1 month, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party.

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

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

8.4 Offtake Constraints Due To Transmission Infrastructure/ Grid Unavailability & Backdown

- a. **Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):** After the scheduled commissioning date, if the Project is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Solar Power Developer, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint.	a. The normative CUF of 19% (Nineteen Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (Three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss.

	b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by SECI for compensating the generation loss.
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However, it is clarified that if the project is ready for commissioning prior to the Scheduled Commissioning Date, but the offtake is constrained because of inadequate/incomplete power evacuation infrastructure, no compensation shall be permissible.

- b. **Generation Compensation in offtake constraint due to Grid Unavailability:** During the operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases the generation compensation shall be addressed by SECI in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

- c. **Offtake Constraints due to Backdown:** The Solar Power Developer and SECI shall follow the forecasting and scheduling process as per the regulations in this regard by the CERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Developers shall be eligible for a Minimum Generation Compensation, from SECI, in the manner detailed below:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<i>Minimum Generation Compensation = 50% of [(Average Generation per hour during the</i>

	<p><i>month) × (number of backdown hours during the month)]X PPA Tariff</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>
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The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/ SEA/ JMR. No Trading Margin shall be applicable on this Generation Compensation provided under Clause 8.4 c above.

Note: Notwithstanding anything mentioned above, the provisions of Clause 8.4 above shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.

9 **CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES**

9.1 The Solar Power Developers are required to obtain necessary clearances and permits as required for setting up the Solar Manufacturing as well as Solar PV Power Projects, including but not limited to the following:

- No Objection Certificate (NOC)/ Environmental clearance (if applicable) for the Project.
- Forest Clearance (if applicable) for the land for the Project.
- Approval for water from the concerned authority (if applicable) required for the Project.
- Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be submitted to SECI prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPD.

10 **EARNEST MONEY DEPOSIT (EMD)**

10.1 Earnest Money Deposit (EMD) of INR 5.5 Crore + INR 4 Lacs/ MW corresponding to the quoted Capacity of Solar PV Power Plant per Project (Upto 1.5GW of Solar PV Power

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	RfS No. <u>SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	Page 28 of 139
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Plant and 500MW of Solar Manufacturing Plant) in the form of Bank Guarantee according to Format 7.3 A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid may be liable for rejection. If the bidder wish to quote for more than 01 project, then the EMD shall be submitted separately for each quoted project (e.g. if a bidder is quoting upto 3GW of Solar PV Power Plant along with 1GW of Solar Manufacturing Plant, then he has to submit 02 separate EMDs and so on). The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to RfS. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). 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.

10.3 On receipt and after successful verification of all the PBGs in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidders within 15 working days. The EMD of all unsuccessful bidders will be returned as promptly as possible but not later than 10 days of the e-RA.

11 **PERFORMANCE BANK GUARANTEE (PBG)**

11.1 Bidders selected by SECI based on this RfS shall submit a single Performance Bank Guarantee per Project (i.e. upto 1.5GW of Solar PV Power Plant and 500MW of Solar Manufacturing Plant) for value considering (i) INR 27.5 Crore + (plus) (ii) INR 20 Lacs per MW related to Allocated Capacity of Solar PV Power Plant. The single PBG shall be submitted within 80 days of issuance of Letter of Award (LoA) or before signing of PPA and Manufacturing Contract Agreement, whichever is earlier.

It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B. The initial validity of the PBG has to be until 43 (Forty Three) months from the Effective Date of the Package-I PPAs. Incase the successful bidders/ developers are not able to get the PBG with initial validity of 43 months, they can submit the PBG with initial validity of 36 (Thirty Six) months. However, the validity of the PBG need to be extended for further period of atleast 07 (Seven) months prior to 90 days from expiry of the existing validity. On receipt and after successful verification of the PBG in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful bidders/ developers within 15 working days. The EMD of all unsuccessful bidders will be returned as promptly as possible but not later than 10 days of the e-RA.

The PBG shall be released within 03 (Three) Months upon MCOD (i.e. commencement of commercial operation and successful demonstration of prescribed qualitative criteria as mentioned under Clause no. 16, Section-I of RfS) of the entire obligated Solar Manufacturing Plant on pro rata basis @ INR 5.5 Lacs/ MW (Indian Rupees Five Lacs Fifty Thousand per MW).

Incase the MCOD of the entire obligated manufacturing capacity is achieved on or before the scheduled MCOD (i.e. 24 months from the date of execution of Package-I PPAs), the PBG shall also be released on pro rata basis @ INR 20 Lacs/ MW (Indian Rupees Twenty Lacs per MW related to Allocated Capacity of Solar PV Power Plant) (in addition to the PBG to be released @ INR 5.5 Lacs/ MW against MCOD of Solar Manufacturing Plant) within 03 (Three) Months subject to Commissioning of Solar PV Projects within maximum time allowed for commissioning with tariff and PPA term reduction in line with the provisions of RfS documents including its amendments and clarifications.

Successful Bidders/ Developers shall extend the validity of PBGs as and when desired by SECI without any additional commercial implication to SECI.

It may be noted that all the PBGs shall be submitted by the successful bidders only and no PBGs shall be accepted from the SPV/ Project Company of the successful bidders. Incase of consortium being selected as successful bidder, shall incorporate a Project Company and PBG shall be submitted by the Project Company itself.

Non submission of PBG within the above timelines shall be treated as follows:

- a. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to SECI in addition to the PBG amount. The delay charges of 1% indicated above is exclusive of applicable taxes. Applicable taxes shall be paid extra by the successful bidder in addition to the delay charges.
- b. Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by SECI and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

11.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

11.3 The Bidder shall furnish the PBGs from any of the Banks listed at Schedule-2 of draft PPA to SECI. PBGs issued by foreign branch of a bank from bank list given in Schedule-2 of draft PPA is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). 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.

- 11.4 The format of the Bank Guarantees prescribed in the Formats 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 11.5 The successful Bidders of the Projects selected based on this RfS are required to sign PPA as well as Manufacturing Contract Agreement with SECI within 90 (Ninety) days after the issue of LoA. In case, SECI offers to execute the PPA and Manufacturing Contract Agreement with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-II, Instructions to Bidders (ITB) or does not meet eligibility criteria upon submission of documents or does not execute the PPA and Manufacturing Contract Agreement within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project(s) shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 11.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 11.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 11.8 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

12 **SUCCESS CHARGES**

Successful bidders shall have to pay the value considering INR 80,000/- (Indian Rupees Eighty Thousand Only) per MW related to allocated capacity of Solar PV Power Plant per Project + 18% GST to SECI towards administrative overheads, liaising with State Authorities, DISCOM/ STU/ CTU etc. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 80 days of issuance of LoA or prior to execution of PPA and Manufacturing Contract Agreement whichever is earlier. The delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract interest @ 18% Per Annum + GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges including any shortfall amount, which shall not be later than the date of signing of PPA. PPA and Manufacturing Contract shall only be signed after deposit of the Success Charges to SECI. The Success Charges are non-refundable irrespective of whether the Allocated

Capacities related to Solar PV Manufacturing Plant and/ or Solar PV Power Plants are commissioned or not by the Successful Bidders.

13 **FORFEITURE OF EMD**

The BG towards EMD shall be encashed by SECI in following cases:

- 13.1 If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 13.2 In case, SECI offers to execute the PPA and Manufacturing Contract Agreement with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-II, Instructions to Bidders (ITB) of RfS documents or does not execute the PPA and Manufacturing Contract Agreement within the stipulated time period;
- 13.3 If after issuance of LoA, it is found that the documents furnished by the Bidder as part of response to RfS are misleading or misrepresented in any way;
- 13.4 If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No. 11, Section-II, Instructions to Bidders (ITB) of RfS document.

14 **POWER PURCHASE AGREEMENT (PPA)**

- 14.1 SECI shall enter into Power Purchase Agreements (PPAs) with Bidders/ SPVs of bidders selected based on this RfS for allocated capacities. The PPAs shall be signed for 02 (Two) "Packages" as follows: (i) Package-I, comprising Solar PV Projects having a cumulative capacity of minimum 30% (Thirty Percent) of the awarded Solar PV Project capacity and (ii) Package-II, comprising Solar PV Projects having a cumulative balance capacity of 70% (Seventy Percent) of the awarded Solar PV Project capacity.

These Packages, shall in-turn, comprise a number of Blocks, each having a minimum capacity of 50 MW. PPAs shall be signed for each Solar PV Project, and there can be multiple PPAs based on the above configuration. A copy of standard Power Purchase Agreement to be executed between SECI and the selected SPD is available on website of ETI <https://www.bharat-electronictender.com> and also in SECI website www.seci.co.in. PPAs for both the Package-I and Package-II shall be signed within 90 (Ninety) days from the date of issue of LoA, if not extended by SECI (*for e.g. If the LoA is dated 30.09.2019, then the last date of signing of PPAs shall be 29.12.2019*). The PPAs will be executed between SECI and selected bidder or its SPV, for each Project. The Effective dates for all the PPAs shall be as mentioned below:

S.N.	Package	Effective Date of PPA
1	Package-I (Minimum 30% of awarded Solar PV Project Capacity)	90 days from issuance of LoA
2	Package-II (Balance 70% of awarded Solar PV Project Capacity)	90 days from issuance of LoA

Note: PPAs will be executed between SECI and the SPD/ SPVs of SPD as per the breakup of the allocated Solar PV Project capacity awarded to the Bidder. The Bidder

shall provide the project locations for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the SPD prior to signing of PPA. However, it may be noted that the Successful Bidder shall be allowed to change the proposed Project locations due to non-availability of land, upto the scheduled Financial Closure Dates for each PPA (e.g. for Package-I, the location can be changed any time upto 12th Month and for Package-II, the location can be changed any time upto 24th Month). The duration mentioned above shall be calculated from the effective date of respective PPAs. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the above deadline. The final project configuration, adding up to the cumulative capacity awarded to the Bidder (in line with the above provisions regarding the change in location), may be intimated to SECI prior to the deadline mentioned above, which shall then remain changed/ updated after signing of PPA. Delays in connectivity and/ or LTA for the Project(s) on account of such changes in Project locations, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects.

14.2 In addition to PPAs, SECI shall enter into a Manufacturing Contract Agreement towards Setting up of Solar Manufacturing Plant (as per Format 7.12) along with the Successful Bidders/ Developers/ SPDs. The Manufacturing Contract Agreements shall be signed within 90 (Ninety) days from the date of issue of LoA, if not extended by SECI (*for e.g. If the LoA is dated 30.09.2019, then the last date of signing of PPAs shall be 29.12.2019*). The Contract Agreements will be executed between SECI and selected bidder or its SPV, for each Project corresponding of allocated capacity of 500MW per Annum. The Performance Bank Guarantee as per Clause 11 and Success Charges as per Clause 12 of original RfS document including amendment thereof, shall be submitted by the SPD prior to signing of PPAs and Manufacturing Contract Agreements.

14.3 Successful bidders will have to submit the required documents to SECI preferably in 14 days in advance to signing of PPAs. In case of delay in submission of documents beyond the timeline as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

Irrespective of the date of signing of PPAs, the Effective Dates of PPAs for both the Packages shall be fixed as per the table indicated in Clause 14.1 above. In extraordinary case of unavoidable delays on the part of SECI, the effective date of PPAs shall be date of signing of PPAs. The Manufacturing Contract Agreements towards Setting up of Solar Manufacturing Plant shall come into force immediately after signing.

14.4 Back-to-back Power Sale Agreements (PSAs) will be executed by SECI with the State Buying Utilities for sale of Solar Power to them.

14.5 The SPDs will be free to reconfigure and repower their plants from time to time during the PPA duration. However, SECI will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

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

15 MILESTONES INCLUDING FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

15.A FOR SOLAR MANUFACTURING PLANT

15.A.1 Following Milestones need to achieved for setting up of Solar Manufacturing Plant by the SPD.

S.N.	Milestone	Details	Duration (Months) from effective date of PPAs
1	I	Land Acquisition, EPC Order for Plant and Equipments, Permits and Clearance, Detailed Project Report (DPR) including Detailed Layout for Proposed Solar Manufacturing Plant	12
2	II	Readiness of Major Civil and Infrastructure	18
3	III	Receipt of Material (Machinery etc.)	18
4	IV.a	Manufacturing Plant Commercial Operation Date (MCOD) of entire obligated Manufacturing Capacity for Bidding Package A and/ or Bidding Package B as per the prescribed Qualitative Criteria	24
5	IV.b	Manufacturing Plant Commercial Operation Date (MCOD) of entire obligated Manufacturing Capacity for Bidding Package A and/ or Bidding Package B as per the prescribed Qualitative Criteria (With Tariff Reduction beyond MCOB)	36

15.A.2 SECI shall constitute a committee or may authorize any individual or committee or organization to witness and validate the achievement of above mentioned Milestones. The committee/ individual/ organization shall submit its report after each visit by duly assessing the progress of the activity(ies). The SPD needs to give at least 30 (Thirty) days advance notice to SECI in order to arrange the visit of the committee/ organization/ individual to witness and validate the achievement of milestones. In case of delay in submission of notice, SECI shall not be liable for delay in verification of documents and subsequent delay in witness and validation against achievement of milestone. The reports submitted by the committee/ individual/ organization will form a basis for deciding any future course of actions in regard of achieving the MCOB. The milestone shall be treated as having been fulfilled only on the date of validation of the achievement of milestone by the committee constituted or individual/ organization authorized by SECI.

15.A.3 The milestone IV.a indicated in the table above shall be considered as completed with a condition that, all the technologies involved in the manufacturing facility corresponding to entire allocated capacity along with Qualitative requirements as mentioned at clause 16.0 are ready for commercial operation, failing which Liquidated Damages inline with the provisions of RfS documents including its amendments shall be imposed.

15.A.4 The Successful Bidder has to establish the Solar Manufacturing Plant so as to ensure the annual production capacity of entire obligated capacity of (i) Modules (500MW per

Annum per Project) and Cells (corresponding to 500MW of Modules per Annum per Project) in case of Bidding Package A or (ii) Ingots (corresponding to 500MW of Modules per Annum per Project) and Wafers (corresponding to 500MW of Modules per Annum per Project) in case of Bidding Package B is to be achieved.

15.A.5 In case of Thin Film technology under Bidding Package A, the entire integrated manufacturing line capacity should be 500MW per Annum per Project.

15.B FOR SOLAR PV POWER PLANT

15.B.1 Following Milestones pertaining to commissioning of Solar PV Projects shall be applicable:

S.N.	Package	Scheduled Commissioning Date (SCD) (Months)	Maximum time allowed for commissioning with Tariff Reduction (Months)
1	Package-I (Minimum 30% of awarded Solar PV Project Capacity)	18 Months from Effective Date of PPAs against Package-I	30 Months from Effective Date of PPAs against Package-I
2	Package-II (Balance 70% of awarded Solar PV Project Capacity)	31 st March'2022	31 st March'2023 with imposition of ISTS Charges

15.B.2 SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure at site. In case commissioning of any of the Solar PV Power Plants is delayed beyond the SCD (as indicated above) and upto the maximum commissioning period allowed, then the Tariff reduction as per provisions of RfS including subsequent amendment and clarifications will be applicable. In case any of the commissioning of any of the Solar PV Power Plants gets delayed beyond the maximum time period allowed with reduction in Tariff as stipulated above, the PBG submitted against Solar PV Power Plants shall be forfeited on pro-rata basis and PPA Capacity shall be reduced to the capacity commissioned until the maximum deadline as indicated above. For example, in case of a 1500 MW Solar PV Power Plant Project, commissioning of 100 MW gets delayed beyond the maximum time period as stipulated above, the PBG amount shall be encashed as follows: (Total PBG amount/ Total awarded Solar PV Project Capacity) x Total Capacity not commissioned. Also the PPA Capacity shall be reduced to 1400MW.

15.1 For setting up of Solar PV Power Project, the SPD shall achieve Financial Closure as mentioned below: -

S.N.	Milestone for Solar Projects	Scheduled Financial Closure (Months)
1	Package-I (Minimum 30% of awarded Solar PV Project Capacity)	12 months from Effective Date of PPAs for Package-I

2	Package-II (Balance 70% of awarded Solar PV Project Capacity)	24 months from Effective Date of PPAs for Package-II
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The SPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure. SPD shall furnish documentary evidence towards the following: -

- a. At these stages, the SPDs shall report tie-up of Financing Arrangements for the 100% Project Cost corresponding to the respective PPAs Capacity. In this regard, the SPD shall submit a certificate from all financing agencies regarding the tie-up of the entire estimated Project Cost. The SPDs shall also submit the arrangement of funds including Board Resolution and equity commitment.
- b. The SPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the CTU substation and Long-Term open Access (LTA) approval prior to Financial Closure of the Project.
- c. Within 12 months or 24 months, from the Effective Date of the PPAs for Package-I & II, as the case may be, the SPD shall demonstrate possession of 100% (Hundred Percent) of the land identified for the Project (for e.g. if Effective Date of the PPA is 30.11.2019, then the above deadline shall be 29.11.2020 and 29.11.2021 respectively) before the scheduled Financial closure. In this regard, the SPD shall submit documents/ Lease Agreement to establish possession/ right to use 100% of the required land in the name of the SPD or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the SPD prior to the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the SPD.
- d. The SPD shall submit a sworn affidavit from the authorized signatory of the SPD listing the details of the land and certifying that total land required (@1.5 ha per MW per Project) for the Project is under clear possession of the SPD.
- e. In case of delay in achieving specific conditions (Financing arrangement, conforming Technical feasibility for connectivity, LTA and Land for the Project) as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects on pro-rata basis, unless the delay is on account of delay in allotment of land by the Government and not owing to any action or inaction on the part of the SPD, delay due to Connectivity and LTA as defined in Clause Nos. 7.10 and 7.11 of Section-II of RfS or is caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1000/ MW/ Day related to the capacity due for Financial Closure. This extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents or make the above-mentioned payment of INR 1000/ MW/ Day. In case of non-submission of either-the requisite documents or the

necessary amount upon expiry of the above-mentioned notice period of 7 days, SECI shall encash the PBG and terminate the PPA for the corresponding capacity of the Project. The amount of INR 1000/ MW/ Day shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate/ annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, based on the project capacity commissioned on pro-rata basis.

- f. In case, Financing arrangement, conforming Technical feasibility for connectivity, LTA and Land for the Project, is not achieved 100% by the SPD for Packages upto Scheduled Financial Closure, then the extension charges as mentioned shall be levied on pro-rata basis, applicable on the criteria based upon lowest percentage of completeness achieved under all these parameters.

E.g.: Achievement %: Financing arrangement 100%, conforming Technical feasibility for connectivity 50%, LTA 60% and Land 70%. In this case, the minimum criteria achieved is 50% (**conforming Technical feasibility for connectivity**), hence the pro rata extension charges will be calculated according to the 50% achievement basis only.

- g. In case the SPD is unable to demonstrate possession of 100% of the above FC requirements (Financing arrangement, conforming Technical feasibility for connectivity, LTA and Land for the Project) until the SCD, then the extension charges related to capacity due to financial closure will be applicable till SCD only.

Such delay will lead to the overall delay in commissioning & henceforth, the applicable LD for delay in commissioning beyond SCD, will only be applicable

16 COMMISSIONING

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

16.a PART COMMISSIONING

Part commissioning of the Solar PV Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCD will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full

commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCD.

16.b COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGE (LD) FOR DELAY IN COMMISSIONING

The Project (both Solar Manufacturing Plant and Solar PV Power Plant) shall be fully commissioned in line with the milestones/ timelines indicated under clause nos. 15.A.1 and 15.B.1. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve any of the milestones, provisions of PPA as mentioned below shall apply: -

a. Delay from the MCOD:

For Solar Manufacturing Plant, in case the MCOD of the Solar Manufacturing Plant is delayed upto 12 (Twelve) months beyond the scheduled MCOD (Scheduled MCOD is 24 months from the effective date of Package-I PPAs), the PPA tariff discovered after reverse auction for setting up of Solar PV Power Plant shall be reduced at the rate of INR 0.001/ kWh per day of delay after MCOD until 12 (Twelve) Months beyond scheduled MCOD. The revised reduced tariff shall be applicable w.e.f. the scheduled commissioning date of individual PPAs. Such penalty will be levied on the complete Project capacity (i.e. Total Allocated Solar PV Power Plant Capacity upto 1500MW per Project) wherein the delay is under consideration for respective manufacturing capacity (500 MW per Project). Any recovery applicable for already commissioned capacity under the Project shall be done by SECI applicable from the COD on the individual Project basis along with interest equivalent to the applicable SBI 1 Year MCLR rate on per day basis. However, in case of any reduction in tariff in line with the terms of the PPA, same shall be passed on to the Buying Entity.

In case, the MCOD of the Solar Manufacturing Plant is delayed beyond 36 months from the effective date of Package-I PPAs, the entire PBG submitted for the Project will be forfeited even if the complete allocated Capacity related to Setting up of Solar PV Power Plants has been commissioned by the Successful Bidder in line with the provisions of RfS Documents including its Amendments and Clarifications.

In addition to the MCOD, the manufacturing plant developed shall achieve the specified efficiency levels. A stabilization period of 03 (Three) months from the date of actual MCOD shall be allowed to the successful bidders/ developers in order to establish the specified efficiency levels. The Performance Bank Guarantee @ INR 5.5 Lacs per MW related to the Obligated Manufacturing Capacity shall be linked towards demonstration of specified efficiency levels. SECI will constitute a committee for examining the efficiency levels. In case of any default or failure in achieving so, the constituted committee shall examine & recommend the further course of action including forfeiture of the Performance Bank Guarantee.

The parties agree that the amount of Liquidated Damages mentioned herein above are the genuine pre-estimate of damages arising from the delay in commissioning of the Project.

b. Delay from the SCD:

- i) **For Solar PV Power Plant, in case the Commissioning of the Package I** under the project is delayed upto 12 (Twelve) months from the Scheduled Commissioning Date (SCD), then the PPA tariff discovered after reverse auction for setting up of Solar Power Plant shall be reduced at the rate of **INR 0.0005/ kWh** per day of delay until 12 (Twelve) months from SCD for such delayed capacities only.
- ii) **For Solar PV Power Plant, in case the Commissioning of the Package II** under the project is delayed upto 12 (Twelve) months from the Scheduled Commissioning Date (SCD), then the PPA tariff discovered after reverse auction for setting up of Solar Power Plant shall be reduced at the rate of **INR 0.001/ kWh** per day of delay until 12 (Twelve) months from SCD for such delayed capacities only.
- iii) The revised reduced tariff shall be applicable for the capacity delayed beyond SCD (for both the packages). This tariff reduction is in addition to the tariff reduction exercised on account of delays in the commissioning of manufacturing capacity. Both reductions in the tariff (Manufacturing Capacity and Solar Plant) are mutually exclusive of each other and will be applicable independently. The revised reduced tariff shall be applicable w.e.f. the original enforcement date of individual PPAs. Any recovery, applicable on such cases shall be done by SECI.
- iv) In case, the Commissioning of the Project is delayed beyond 12 months from the SCD, the PPA will be terminated for the uncommissioned capacity & the PBG will be forfeited on pro rata basis @ INR 20 Lacs/ MW corresponding to the uncommissioned capacity.
- v) For the purpose of calculations for penalty, 'month' shall be considered consisting of 30 (Thirty) days where as 'week' shall be considered consisting of 07 (Seven) days.
- vi) For the capacities commissioned beyond 31st March'2022, SPD shall be liable to bear the applicable ISTS charges levied/ leviable on the Buying Entity. In such case, ISTS charges or the sum of tariff reduction due to the delay in Solar PV Manufacturing Plant commissioning and Solar PV Power Plant commissioning, whichever is higher will be applicable on the SPD. Both ISTS charges and tariff reductions on account of delays will not be levied simultaneously.

16.c EARLY COMMISSIONING

For Solar PV Power Projects, the SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the scheduled COD/ SCD. In cases of early part-commissioning of Solar PV Power Projects (due for commissioning), till the SCD, SECI may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity of Solar PV Power Plant (due for commissioning) is commissioned prior to the scheduled commissioning date, SECI may

purchase the generation at PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCD.

For Solar Manufacturing Plants, the SPD shall be permitted for full commissioning as well as part commissioning.

17 **COMMERCIAL OPERATION DATE (COD) FOR SOLAR PV POWER PROJECTS**

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the respective PPA or the last part capacity of the respective PPA, as the case may be. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates:

- (a) **Interconnection with Grid:** This may be provided by the STU/ CTU/ DISCOM on the request of the SPD, even if the project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- (b) **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. SECI may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before SCD shall not be at the cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual in case SECI refuses to buy the Power. The first right of refusal for buying of Power shall be of SECI. SECI may agree to buy this power as a trader if they find it viable outside this RfS.

18 **MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER**

18.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.

18.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

1. Infusion of Fresh equity capital amongst the existing shareholders/ promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

- 18.3 **In case of SPVs: In case of Solar PV Power Plant**, the successful Bidder, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.

In case of Manufacturing,

(a) if the successful Bidder enters into a Manufacturing Contract with the Technology Partner and other entities, shall ensure that its shareholding in the SPV/ Project Company executing the Manufacturing Contract, shall not fall below 26% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.

(b) if the successful Bidder enters into a Manufacturing Contract without the Technology Partner and other entities, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.

In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% or 26% as the case may be (depending upon the structure/ modality of execution with or without Technology Partner) at any time prior to 01 (One) year the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, SECI reserves the right to take suitable action on case to case basis due to change in Controlling Shareholding.

The SPV should be registered as per Companies Act and shareholding pattern need to be finalized prior to execution of PPA/ Manufacturing Contract Agreement. The finalized Shareholding Pattern of the SPV will not be allowed to change till 01 (One) year from the commissioning of last Solar PV Power Plant of the entire allocated capacity or commissioning of entire obligated manufacturing capacity whichever is later, except with the prior approval of SECI.

- 18.4 In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 1 (one) year from the COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 18.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after last COD (MCOD/ COD for Solar PV Power Plant whichever is later).
- 18.6 Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company

developing the project within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

- 18.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.
- 18.8 Any change in controlling shareholding/ shareholding pattern of the Bidding Company/ Bidding Consortium by the Bidder/ SPD in any legal proceedings instituted or initiated by the Bidder/ SPD shall be deemed to be a change in controlling shareholding/ shareholding pattern voluntarily undertaken by the Bidder/ SPD.

19 **STRUCTURING OF THE BID SELECTION PROCESS**

- 19.1 Single stage, double envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 23, Section-II, Instructions to Bidders (ITB) of RfS.

20 **INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RfS**

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

Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure - D and Annexure - E

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

1. Covering Letter as per **Format 7.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**.
In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
3. Earnest Money Deposit (EMD) in the form as per **Format 7.3 A**.

4. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with SECI. Additionally, Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement shall also be submitted.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead Member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
6. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/Statutory Auditors showing details of computation of the financial credentials of the Bidder.
7. A disclosure statement as per **Format 7.7** regarding participation of any related companies in the bidding process.
8. Format for Technical Criteria as per **Format 7.8** (to be filled out separately for each Project) in line with Clause No. 15, Section-II, Instructions to Bidders (ITB) of RfS.
9. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).

10. Attachments

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The Bidder should also highlight the relevant provision which identifies the objects relating to Power/ Energy/ Renewable Energy/ Solar Power Plant Development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful Bidder.
 - If the selected Bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power Plant Development has to be submitted prior to signing of PPA.
- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date not earlier than 30 days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Bidder (as on a date not earlier than 30 days prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS as per Clause No. 18, Section-II, Instructions to Bidders (ITB) of RfS. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the Bidder will ensure submission of the same within the required time lines.
- d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-2019 or FY 2017-2018.

21 **IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS**

- 21.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 21.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 14, Section-II, Instructions to Bidders, ITB of RfS.
- 21.3 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/ or cancel the Letter of Intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 21.4 If the event specified at 21.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 21.5 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by

- unsuccessful Bidders shall be returned as specified in Clause no. 11, Section-II, Instructions to Bidders (ITB) of RfS.
- 21.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 21.7 The response to RfS shall be submitted as mentioned in Clause No. 20, Section-II, Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 21.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 21.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 21.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 21.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 21.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 21.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 21.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 21.15 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

22 **NON-RESPONSIVE BID**

The electronic response to RfS submitted by the bidder along with the documents submitted offline to SECI shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

- (a) Non-submission of Cost of RfS and/ or Processing fee as mentioned in the Bid Information Sheet;

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- (b) Non-submission of EMD in acceptable form along with RfS document.
- (c) Response to RfS not received by the due date and time of bid submission;
- (d) Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- (e) Non-submission of the original documents mentioned at Clause No. 23.a I, Section-II, Instructions to Bidders (ITB) of RfS by due date and time of bid submission;
- (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;
- (h) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

23 **METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER**

23.a **DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)**

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

Bidding Envelope: Super scribed as “**Bidding Envelope containing (i) Covering Envelope, (ii) Pass Phrase Envelope -1 & (iii) Pass Phrase Envelope -2**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following

- I. **Covering Envelope:** Super scribed as “**Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, Covering Letter, and Power of Attorney (if applicable), Consortium Agreement (if applicable) and Board Resolution**” must contain the following
 - DD/ Pay Order/ Electronic Fund Transfer Receipt towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - Processing Fee in the form DD/ Pay Order/ Electronic Fund Transfer Receipt as mentioned in the Bid Information Sheet.
 - Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A). One EMD may be submitted for the cumulative capacity quoted by the Bidder.
 - Covering Letter as per Format 7.1
 - Power of Attorney as per Format 7.2 (if applicable),
 - Board Resolution as per Format 7.4

- II. Consortium Agreement as per Format 7.5 (if applicable) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.
- III. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.
- The bidding envelope shall contain the following sticker

Response to RfS for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding	
Cumulative Capacity of the projects applied for	_____ GW
No. of Projects Bid for	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	GM (C&P)/ Manager (C&P)/ Sr. Engineer (C&P) Solar Energy Corporation of India Limited D - 3, 1st Floor, A-Wing, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 Tel No. 011-71989256/ 011-71989294 Email - contracts@seci.co.in

23.b **DOCUMENTS TO BE SUBMITTED ONLINE**

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

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

All documents of the response to RfS submitted online must be digitally signed on <https://www.bharat-electronictender.com> which should contain the following:

I. **Technical Bid (First Envelope)**

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

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7 (if applicable), 7.8, 7.9 as elaborated in Clause No. 20, Section-II, Instructions to Bidders (ITB).
- (b) All attachments elaborated in Clause No. 20, Section-II, Instructions to Bidders (ITB), under the sub-clause 10: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.

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

II. **Financial Bid (Second Envelope)**

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

- (a) Covering letter as per Format-7.10 of this RfS document
- (b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.11

Tariffs for each year have to be filled online in the Electronic Form provided at the ETI portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

24 **NOTICE BOARD FOR DISPLAY**

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

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___ GW Grid Connected Solar PV Project / ___ GW Solar Manufacturing Plant

Owned and operated by

----- (insert name of the SPD)

(Under RfS for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant,

Implemented by

Solar Energy Corporation of India Limited)



Village:....., Tehsil....., District....., State.....

25 VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

26 BID PREPARATION COST

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

27 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

27.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or submitted through ETI portal.

27.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the website <https://www.bharat-electronicstender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ETI web site. No separate reply/ intimation will be given for the above, elsewhere.

27.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

27.4 Enquiries/ Clarifications may be sought by the Bidder from

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<u>Name of the Authorized Person of SECI</u>	<u>Contact Details</u>
Shri Sanjay Sharma General Manager (C & P)	Phone (Off):011-71989256 E-mail: contracts@seci.co.in
Shri Manas Ranjan Mishra Manager (C & P)	Phone (Off): 011-71989294, Email: contracts@seci.co.in
Shri Vineet Kumar Manager (Solar)	Phone (Off): 011-71989245, Email: contracts@seci.co.in
Shri Sunil/ Shri Kartik Sr. Engineer (C & P)	Phone (Off): 011-71989264, Email: contracts@seci.co.in

28 RIGHT OF SECI TO REJECT A BID

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

29 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting several Milestones including Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. SECI shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents. Any checklist shared with SPD by SECI for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.



SECTION - III

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

A GENERAL ELIGIBILITY CRITERIA

- A.1 Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable.
- A.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- A.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its subsidiary Company (in line with Clause no. 18, Section-II, ITB of RfS) before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.
- A.4 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with SECI, EMD of such Bidders shall be forfeited.
- Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.***
- A.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Projects through Special Purpose Vehicle (SPV) i.e. Project Companies (in line with Clause no. 18, Section-II, ITB of RfS) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. The Bidder can setup the Solar Manufacturing Plant through one SPV and can setup the Solar PV Power Plants through separate SPVs. In case the Bidder wishes to execute the Project through more than one SPV, the Bidder shall submit the EMD and PBGs for the entire Project. The Bidder shall undertake to comply with all obligations of the SPD under the RfS vide covering letter Format 7.1.

- A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.
- A.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- A.9 It is being clarified that the subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the Bidder, without any intermediaries involved.

B TECHNICAL ELIGIBILITY CRITERIA

- B.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. For Solar PV Power Projects, the technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.
- B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 15 under the sub title "Financial Closure" in Section-II, Instructions to Bidders (ITB) of RfS Documents. The undertaking shall be submitted as per enclosed Format 7.8.
- B.3 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A.
- B.4 The Projects shall also comply with the criteria for power generation detailed in Clause No. 8 in Section-II, Instructions to Bidders (ITB) of RfS.

C FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

- a. The Net Worth of the Bidder should be equal to or greater than **INR 110 Crores (Indian Rupees One Hundred Ten Crores Only) + INR 80 Lacs per MW of the quoted Capacity related to Solar PV Power Plant per Project (upto 1.5GW of Solar PV Power Plant and 500MW of Solar Manufacturing Plant)** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19 or on the date at least 07 (Seven) days prior to bid submission deadline or Calendar year 2018 as per the applicable laws of the respective country. In the event the Bidder is unable to furnish the audited accounts for the previous financial year, i.e. FY 2018-19, the Bidder shall submit the audited accounts of the FY 2017-18.
- 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.
- 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.

C.2 LIQUIDITY

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of **INR 55 Crore + INR 40 Lacs per MW of the quoted Capacity related to Solar PV Power Plant per Project (upto 1.5GW of Solar PV Power Plant and 500MW of Solar Manufacturing Plant)** of the quoted capacity during the previous financial year, i.e. FY 2018-19/ Calendar year 2018 as per the applicable laws of the respective country. 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 11 Crore + INR 8 Lacs per MW of the quoted Capacity related to Solar PV Power Plant per Project (upto 1.5GW of Solar PV Power Plant and 500MW of Solar Manufacturing Plant)** of the quoted capacity, as on the last date of previous

financial year, i.e. FY 2018-19/ Calendar year 2018 as per the applicable laws of the respective country.

- c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 13.75 Crore + INR 10 Lacs per MW of the quoted Capacity related to Solar PV Power Plant per Project (upto 1.5GW of Solar PV Power Plant and 500MW of Solar Manufacturing Plant)** 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.

C.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

C.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to RfS.

C.5 A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. 2018-19 along with a net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor; or in case of the bidder meeting the criteria on the date at least 07 (Seven) days prior to due date of bid submission, provisional audited accounts as on the date at least 07 (Seven) days prior to the due date of bid submission along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant; in order to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited accounts for the previous financial year, the Bidder shall submit the audited accounts of the last financial year for which the audited accounts are available as per the prevalent norm in their respective country(ies).

In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- C.6** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in USD, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- C.7** For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.
- C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Turnover requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 1.5GW of Solar PV Power Plant linked with 500MW of Solar Manufacturing Plant, then, total Net-Worth to be met by the Consortium is INR 1310 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum INR 917 Crores and to be met by Consortium Member B would be INR 393 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.



SECTION - IV

DEFINITIONS OF TERMS

- 1.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- 1.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,
- controls, or
 - is controlled by, or
 - is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
- 1.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
- 1.4 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
- 1.5 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;
- 1.6 **"BIDDING PACKAGE"** shall refer to the individual Packages (i.e. Bidding Package A and Bidding Package B) meant for participation in the RfS in line with the description illustrated in Clause No. 09, Section-I, IFB of RfS Documents including subsequent Amendments and Clarifications thereof;
- 1.7 **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;
- 1.8 **"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.
- For Bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;
- 1.9 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- 1.10 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause no. 17, Section-II, Instructions to Bidders (ITB) of RfS;

- 1.11 **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project;
- 1.12 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- (a) in the financial year in which the Commercial Operation Date/ Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Commercial Operation Date/ Scheduled Commissioning Date and a new Contract Year shall commence once again from the Commercial Operation Date/ Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - (b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
- 1.13 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.14 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.15 **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
- 1.16 **“DAY”** shall mean calendar day;
- 1.17 **“EFFECTIVE DATE”** shall mean the date as on 90th day from the date of issuance of Letter of Award (LoA) or the date of execution/ signing of PPAs (if it is post 90 days from LoA due to extension by SECI), as the case may be, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
- 1.18 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
- 1.19 **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance in addition to other documents specified under Clause no. 15, Section-II, ITB;
- 1.20 **“GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects”

issued by the Ministry of Power vide Resolution dated 03.08.2017 including its amendment dated 15.06.2018 and 07.01.2019;

1.21 **“GROUP COMPANY”** of a Company means

- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- (c) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (d) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (e) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

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

1.22 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point at 220kV or above, where the power from the Solar Power Projects is injected into the identified CTU Substation (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

1.23 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);

1.24 **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: *The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;*

- 1.25 **“LETTER OF INTENT” or “LOI” or “LETTER OF AWARD” or “LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project;
- 1.26 **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.27 **“LLC”** shall mean Limited Liability Company;
- 1.28 **“MANUFACTURING COMMERCIAL OPERATION DATE (MCOD)”** shall mean the date on which the Manufacturing Facilities mentioned in Bidding Package-A (i.e. Cells and Modules) and/ or Bidding Package-B (i.e. Ingots and Wafers) shall commence the Commercial Operation for the complete allocated manufacturing capacity based on the individual Project, in line with the Project definitions. For Thin Film facility, integrated manufacturing of modules shall start commercial production, for the complete allocated manufacturing capacity based on the individual Project, in line with the Project definitions;
- 1.29 **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.30 **“MONTH”** shall mean calendar month;
- 1.31 **“NET-WORTH”** means the Net-Worth as defined section 2 of the company Act, 2013;
- 1.32 **“PACKAGE”** shall mean the phase wise break up of the cumulative capacity of Solar PV Project awarded to a successful Bidder, for which PPAs shall be executed in line with Clause No. 14, Section-II, ITB of RfS;
- 1.33 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.34 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.35 **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Solar PV Power Project may connect to a common Transmission System. Multiple Solar PV Power Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be

220kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing;

- 1.36 **“PGCIL”** means Power Grid Corporation of India Limited;
- 1.37 **“PPA”** shall mean the Power Purchase Agreement signed between the Successful SPD and SECI according to the terms and conditions of the standard PPA enclosed with this RfS;
- 1.38 **“POWER PROJECT” or “SOLAR POWER PROJECT”** shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. The Power Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI;
- 1.39 **“PROJECT”** shall mean the cumulative capacity comprising upto 1.5GW (1500MW) of Solar PV Power Plant and 500MW of Solar Manufacturing Plant;
- 1.40 **“PROJECT CAPACITY”** shall mean combination of (i) cumulative Solar Manufacturing Plant capacity and (ii) the maximum AC capacity of the Solar PV Power Plant at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.41 **“PROJECT COMMISSIONING”** shall mean combination of (i) MCOD of the Solar Manufacturing Plant of the allocated capacity and (ii) All equipment as per rated project capacity of Solar PV Power Plant has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;
- 1.42 **“PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with SECI;

- 1.43 **“RfS DOCUMENT”** shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 dated 25.06.2019;
- 1.44 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.45 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Solar Manufacturing Plant linked with Solar PV Power Project and supply electrical output as per the terms of PPA;
- 1.46 **“SOLAR MANUFACTURING PLANT”** shall mean integrated Solar Manufacturing Facility comprising of manufacturing of cells and modules;
- 1.47 **“SOLAR PV POWER PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.48 **“STATE TRANSMISSION UTILITY” or “STU”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;
- 1.49 **“TECHNOLOGY PARTNER”** shall mean the Partner(s) in the Manufacturing SPV having an experience (whether domestic or global) in commercial production of Solar PV Module;
- 1.50 **“TOE”** shall mean Tender Opening Event.
- 1.51 **“TRADING MARGIN”** shall mean the margin on sale of solar power to State Utilities/ DISCOMs/ other Bulk Consumers under this RfS being charged by SECI and shall be @INR 0.07/ kWh;
- 1.52 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
- 1.53 **“WEEK”** shall mean calendar week;



SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

1 **BID EVALUATION**

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-II, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

2 **TECHNO-COMMERCIAL EVALUATION OF BIDDERS**

2.a **FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)**

2.a.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause No. 23.a, Section-II, Instructions to Bidders (ITB) of this RfS are received at the office of SECI on or before the due date and time of bid submission.

2.a.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

2.a.3 Subject to Clause No. 22, Section-II, Instructions to Bidders (ITB) of this RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by SECI within 07 (Seven) Days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ ETI portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as desired by SECI from time to time.

2.a.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

2.b **SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)**

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "Tariffs" quoted by the Bidders in the Electronic Form of Financial Bid.

2.b.1 Second Envelope (containing Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified.

2.b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a bid (single application) quoting tariff per kWh against applied Project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits

after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

2.b.3 In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 2.75/ kWh. **The bids of those bidder(s) where the tariff quoted is more than INR 2.75/ kWh, shall be summarily rejected.**

2.b.4 On completion of Techno-Commercial bid evaluation, if it is found that either the total aggregate capacity of the Solar Manufacturing Plant short-listed against any particular Bidding Package is lower than or equal to 1000 MW or the total aggregate capacity of the Solar PV Power Projects short-listed against any particular Bidding Package is lower than or equal to 3000 MW, then the procedure as elaborated in Clause Nos. 2.b.5 and 3.4 of Section-V of RfS shall be followed.

2.b.5 In case of each Bidding Package, on completion of Techno-Commercial bid evaluation, if it is found that only 01 (One) Bidder is eligible for opening of financial bid, opening of the financial bid of the bidder will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.

2.b.6 If the tariff quoted is same for two or more Bidders for a particular Project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

2.b.7 Total eligible capacity for e-Reverse Auction shall be calculated as provided in Clause No. 3.4 of this Section-V of RfS.

2.b.8 Ranking of Bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.70 (Tariff in ₹/ kWh)	L6
B8	₹ 2.72 (Tariff in ₹/ kWh)	L7
B9	₹ 2.75 (Average Tariff in ₹/ kWh)	L8

3 **e-REVERSE AUCTION (STEP - 3)**

3.1 The e-Reverse Auction for the individual Bidding Package capacity (upto 3GW of Solar PV Power Plants and 1GW of Solar Manufacturing Plants) shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by SECI to the eligible Bidders.

- 3.2 Although the Tariffs shall be quoted for Setting up of Solar PV Power Projects, the e-Reverse Auction (e-RA) will be carried out based on the capacity quoted for setting up of Solar PV Manufacturing Plants against each Bidding Package separately.
- 3.3 For each Bidding Package, all the techno-commercially qualified Bidders, whose financial bids are found complying with the provisions of Clause 2.b and other provisions of the RfS including subsequent amendments, shall be shortlisted for participating in the e-RA corresponding to the respective Bidding Package.
- 3.4 **Eligible Capacity for e-Reverse Auction (e-RA) for each Bidding Package:**
- Incase the number of shortlisted bidders for e-RA is 01 (One), the procedure as per Clause 2.b.5 above shall be followed.
 - Incase the number of shortlisted bidders for e-RA is 02 (Two), the eligible capacity for e-RA shall be 500MW towards setting up of Solar PV Manufacturing Plant against each Bidding Package.
 - Incase the number of shortlisted bidders for e-RA is more than 02 (Two), the eligible capacity for e-RA shall be 1000MW towards setting up of Solar PV Manufacturing Plant against each Bidding Package.
- 3.5 At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent by e-mail to all the Bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the Bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-RA, final intimation for participation in the e-RA will be sent to all those Bidders only who meet the criteria as per Clause 3.4 above.
- 3.6 Shortlisted Bidders for e-RA will be able to login into the ETI website of e-RA 15 minutes before the start time of e-RA.
- 3.6.1 During the 15 minutes prior to start of e-RA process, the respective tariff of the Bidder shall be displayed on its window.
- 3.6.2 The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.
- 3.6.3 Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value as mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- 3.6.4 During e-RA, the Bidder shall not have the option of changing the total Project capacity while quoting tariff.
- 3.6.5 In the Bidder's bidding window, the following information can be viewed by the Bidder:
- Its tariff as the initial start price and there after last quoted tariff along with the corresponding Manufacturing Capacity for which the Bidder is qualified.
 - The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and corresponding Manufacturing Capacity.

3.6.6 The initial auction period will be of 01 (One) Hour with a provision of auto extension by 08 (Eight) Minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

- (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Manufacturing Capacity if the auction is closed at that instant.
- (b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Manufacturing Capacity if the auction is closed at that instant.
- (c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Manufacturing Capacity if the auction is closed at that instant.

4 **SELECTION OF SUCCESSFUL BIDDERS**

- 4.1 The Bidders shall be selected in the ascending order with lowest quoted tariff (being L1) and so on till the total eligible Manufacturing capacity for each Bidding package is exhausted.
- 4.2 The successful bidder as selected based on Clause 4.1 above, will be allocated its qualified Manufacturing Capacity along with quoted Project Capacity linked with Manufacturing Capacity. Then, next successful bidder will be allocated its qualified Manufacturing Capacity along with quoted Project Capacity linked with Manufacturing Capacity and so on, till the total Manufacturing Capacity against any particular Bidding Package (i.e. 1000 MW) is exhausted.

The allocation of cumulative Manufacturing Capacity shall be closed at 1000 MW for Solar PV Manufacturing Plant linked with upto 3000MW for Solar PV Power Plant.

In case partial Manufacturing Capacity offered to any of the Bidder after completion of the e-RA is less than or equal to the total quoted Manufacturing Capacity by such Bidder, it shall be mandatory for the Bidder to accept the partial Manufacturing Capacity offered against its quoted Project Capacity, subject to the total cumulative Manufacturing Capacity awarded after e-RA to the successful Bidders not exceeding 1000 MW per Bidding Package. In case any Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI.

The capacity for which e-Reverse Auction shall be carried out correspond to Solar PV Manufacturing Plant Capacity. Against each Bidding Package, a Capacity of 1000 MW (500MW x 2) towards setting up of Solar Manufacturing Plant linked with the Capacity upto 3000 MW towards setting up of Solar PV Power Plant shall be allocated to the Successful Bidders/ SPDs in line with the provisions of RfS documents. Thus, the total Solar PV Power Plant capacity would be upto 6000 MW linked with Solar Manufacturing Capacity of 2000 MW for both the Bidding Packages.

- 4.3 In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	RfS No. <u>SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	Page 68 of 139
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Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

- 4.4 At the end of selection process, a Letter of Award (LoA) will be issued to the successful Bidders for each Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.

In all cases, SECI's decision regarding selection of Bidder through e-Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.



SECTION - VI

OTHER PROVISIONS

1 **ROLE OF STATE NODAL AGENCIES**

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

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during Commissioning of Projects and issue of Commissioning Certificates.
- The Commissioning Committee or SECI may also issue the Commissioning Certificates.

2 **ROLE OF STU/ CTU/ PGCIL**

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

- i) Upon application of LTA/ Connectivity as per CERC Regulations, CTU shall coordinate with the concerned agencies for grant of connectivity and LTA.
- ii) Support during commissioning of projects



SECTION - VII

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

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

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Format for Board Resolutions (Format 7.4)
- vi) Format for Consortium Agreement (Format 7.5)
- vii) Format for Financial Requirement (Format 7.6)
- viii) Format for Disclosure (Format 7.7)
- ix) Format for Technical Criteria (Format 7.8)
- x) Format for Proposed Technology Tie-up (Format 7.9)
- xi) Format for submission of Financial Bid (Format 7.10)
- xii) Format for Preliminary Estimate of Cost of Solar PV Project and Solar Manufacturing Plant (Format 7.11)
- xiii) Format for Contract Agreement for Setting up of Solar Manufacturing Plant (Format 7.12)
- xiv) Technical Parameters for Grid Connected Solar PV Projects and Requirement of Integrated Solar Manufacturing Facility(Annexure - A)
- xv) Check List for Bank Guarantees (Annexure-B)
- xvi) List of Banks (Annexure-C)
- xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xviii) Terms & Conditions of Reverse Auction (Annexure-E)

Format 7.1

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# _____

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

Sub: Response to RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding

Dear Sir/ Madam,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to SECI, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 6000 MW for Solar PV Power Plant linked with 2000 MW for Solar Manufacturing Plant, including this response to RfS.

We are submitting RfS for the development of following Solar Manufacturing Plant including Solar PV Project(s): -

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	<u>RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	<u>Page 74 of 139</u>
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Project No.	Capacity (MW)	Location of Manufacturing Plant (Village, Tehshil, Dist., State)

Project No.	Capacity (MW)	Location of Solar PV Power Project (Village, Tehshil, Dist., State)	Interconnection Point Details	Proposed CUF	Project Preference*

*The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 4.3 of Section V of the RfS.

(Note: The Bidder must ensure the Solar PV Project capacity mentioned should be less than or equal to 1500 MW for each project. Delete/ Insert rows as applicable)

- We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA and PSA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and PSA documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the manufacturing plant shall be commercially operative within 24 months from the effective date of Package-I PPAs and the Projects shall be commissioned in line with the provisions of RfS Documents.

- Earnest Money Deposit (EMD): - (Please read Clause No. 10, Section-II, ITB carefully before filling)

We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 7.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 10, Section-II, ITB of this RfS. The total capacity of the Solar PV Project offered by us is MW [Insert cumulative capacity proposed].

- We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in Clause No. 11, Section-II, ITB of this RfS on issue of LOA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within the prescribed timelines with SECI for the selected Projects, SECI shall have the right to encash the

EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our bid happens to be in the list of successful bids and SECI offers a capacity which is lesser than or equal to our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6. Acceptance: -

We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

7. Familiarity with Relevant Indian Laws & Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS, set up the Solar Manufacturing Plant and execute the PPA, in the event of our selection as Successful Bidder.

8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with SECI, committing total equity infusion in the SPV as per the provisions of RfS. We also undertake that in case of any delay / default on behalf of the SPVs under the separate PPAs executed with them, the relevant provisions of the RfS / relevant articles of the PPA pertaining to PBGs, shall apply to the PBGs submitted by us.

9. We hereby undertake that in the event of our project being selected under the RfS, we shall be solely responsible for getting the connectivity prior to commissioning of the Project. In the event of delay in commissioning with the grid of CTU beyond 06 months, the provisions of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established.

10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

14. Contact Person

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

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

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

Dated the _____ day of _____, 20....

Thanking you,
 We remain,
 Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only incase of Consortiums)

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

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name
Designation
Place:
Date:)
Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----
Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-IV, Definition of Terms of the RfS.

Format 7.3A

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

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

(To be submitted Separately for each Project)

Reference:

Bank Guarantee No.:

Date:

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/ Projects of the cumulative capacity of MW [*Insert cumulative Solar Manufacturing capacity proposed*] for setting up of Solar Manufacturing Facility and cumulative capacity of MW [*Insert cumulative Solar PV Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*insert the name of the Bidder*] as per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert amount not less than that derived on the basis of INR 5.5 Crore + INR 4 Lacs/ MW against the quoted Capacity of Solar PV Power Plant for each Project*], 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 No. 10, Section-II, ITB 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 No. 10, Section-II, ITB of this RfS*]. SECI shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 10, Section-II, ITB of this RfS*].

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause No. 10, Section-II, ITB of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature : _____
Name : _____
Power of Attorney No.: _____

For _____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Format 7.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE
(PBG)

(To be submitted separately for each Solar Manufacturing and Solar PV Power Project)

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

Reference:

Bank Guarantee No.:

Date:

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

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only).

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

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

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

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

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

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

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

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

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

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

Signature: _____



RfS for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding

Name: _____

Power of Attorney No.: _____

For
_____ *[Insert Name and Address of the Bank]* _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

1.

Signature
Name and Address

2.

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

(To be Submitted Separately for each Project)

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 for 'Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding' in India, including signing and submission of all documents and providing information/ response to RfS to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019	Page 85 of 139
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equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. [***To be passed by the Lead Member of the Bidding Consortium***]

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Project)

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

THIS Consortium Agreement ("Agreement") executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____

(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017

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

WHEREAS SECI desires to purchase Power under the said RfS.

WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	<u>RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	<u>Page 87 of 139</u>
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1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated
_____)

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

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

(Signature, Name & Designation of the person authorized vide Board Resolution Dated
_____)

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

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

(Signature, Name & Designation of the person authorized vide Board Resolution Dated
_____)

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This 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# _____

To

Solar Energy Corporation of India Limited

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/2GW MANUFACTURING/P-3/R1/062019 for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR Crore (.....in words) as on **the end of Financial Year 2018-19 (or) on the date at least 07 (Seven) days prior to bid submission deadline (or) Calender year 2018**

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-III, Qualifying Requirements (QR) of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ---
----- Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____in words) as on **the end of Financial Year 2018-19.**
(Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment:
INR -----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____(in words) as on **the end of Financial Year 2018-19.** (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR -----
-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

**(Signature and Stamp of CA)
Membership No.**

Regn. No. of the CA's Firm:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

Format 7.7

FORMAT FOR DISCLOSURE

(This should be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

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

Sub: Response to RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	<u>RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	<u>Page 95 of 139</u>
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Format 7.8

FORMAT FOR TECHNICAL CRITERIA

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

(To be Submitted Separately for each Project)

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

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

Sub: Response to RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 15, Section-II, ITB** under the title "Financial Closure" that the following details shall be furnished within **12 (Twelve)/ 24 (Twenty Four) Months** of effective date of Package-I PPAs.

- 1.0 Evidence of achieving complete tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Ownership or lease hold rights (as per Clause 15, Section-II, ITB) in the name of the Solar Power Developer and possession of 100% of the area of land required for the Project.
 - ii) Certificate by the concerned and competent revenue/ registration authority for the acquisition/ ownership/ right to use/ vesting of the land in the name of the Solar Power Developer.

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	RfS No. <u>SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	<u>Page 96 of 139</u>
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- iii) Sworn affidavit from the Authorized person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
- iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.

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

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.9

**DECLARATION BY THE BIDDER FOR THE
PROPOSED TECHNOLOGY TIE-UP**

(To be Submitted Separately for each Solar PV Power Project)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Name of the Technology Partner (if any)	
3	Solar PV Power Project Location	
4	Capacity Proposed MW
5	Technology Proposed to be adopted for the Solar PV Power Project	
6	Estimated Annual Generation of Electrical Energy	kWh
7	Brief about the Proposed Technology	
	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	

(To be Submitted Separately for each Solar Manufacturing Plant)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Name of the Technology Partner (if any)	
3	Solar Manufacturing Plant Location	
4	Capacity Proposed MW
5	Technology Proposed to be adopted for the Solar Manufacturing Plant	

	Ingots	
	Wafers	
	Solar Cells	
	Solar Modules	
	Concentrated PV Modules	
	Thin Film Modules	
	Any Other Technology	

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

Format 7.10

FORMAT FOR SUBMISSION OF FINANCIAL BID

(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#

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

Sub: Response to RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 for Selection of Solar Power Developers for Setting up of 6GW ISTS Connected Solar PV Power Plants linked with Setting up of 2GW (Per Annum) Solar Manufacturing Plant under Global Competitive Bidding

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) for a cumulative capacity of _____ MW in India as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	<u>RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	<u>Page 100 of 139</u>
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Notes:

1. *There shall be tariffs for each year. If the bidder quotes two tariffs or combination thereof for a year, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ETI portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

Format 7.11

PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT AND SOLAR MANUFACTURING PLANT

(To be submitted Separately for each Solar PV Power Project)

Solar PV Power Project Capacity :MW
Location :

S.No.	Particulars	Estimated Cost (in Lakh INR) (in Figures)	Estimated Cost (in Lakh INR) (in Words)
1	PV Module		
2	Land Cost		
3	Civil and General Works (Balance of Plant - Civil: Roads & Drainage Fencing Work)		
4	Mounting Structure (Mounting Structure & Nut-Bolts: Clamps & Fasteners: Mounting Structure Foundation)		
5	Power Conditioning Unit (Inverter Transformer, DC Battery & Battery Charger)		
6	Evacuation Cost up to Interconnection Point (AC/ DC Cables, Switchgears, PLC, SCADA, Connectors, Transmission Line, AC/ DC-Electrical Materials, Combiner Box, Misc. Electricals)		
7	Preliminary and Pre-Operative Expenses including IDC and Contingency (Transmission & Logistic Services, Erection of MMS and Module, Electrical Erection, Pre-Op & other indirect, Safety, Security and IT services)		
	Total Project Cost		

(To be submitted Separately for each Solar Manufacturing Plant)

Solar Manufacturing Plant Capacity :MW
Location :

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	Cells Facility		
2.	Modules Facility		
	Total Project Cost		

(or)

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	Ingots Facility		
2.	Wafers Facility		
	Total Project Cost		

(or)

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	Thin Film/ Non-Silicon based Technology		
	Total Project Cost		

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.12

**FORMAT FOR CONTRACT AGREEMENT FOR
SETTING UP OF SOLAR MANUFACTURING PLANT**

(To be executed separately for each Solar Manufacturing Plant of 500MW Capacity per Project)

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

CONTRACT AGREEMENT BETWEEN SOLAR ENERGY CORPORATION OF INDIA LIMITED AND XX [JV OF M/s XX (THE LEAD PARTNER OF THE JV) AND M/s XX (THE PARTNER OF THE JV) TOWARDS SETTING UP OF XXXX MW OF SOLAR PV MANUFACTURING PLANT UNDER RfS NO. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 DATED 25.06.2019

THIS CONTRACT AGREEMENT No. (also referred to as 'Manufacturing Contract') is made on the day of 20....

BETWEEN

(1) **Solar Energy Corporation of India Limited** a company incorporated under the laws of Companies Act 2013 and having its Registered and Corporate Office at **D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017** (hereinafter called "**the Employer**") and also referred to as "SECI")

and

(2) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, a company incorporated under the laws of Companies Act 1956 and having its Registered Office at XXX, represented through XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, its authorized signatory (hereinafter called "**the Successful Bidder**") and also referred to as the "Solar Power Developer"/ the "SPD")

WHEREAS the Successful Bidder is desirous of setting up a _____ GW (_____ MW) Solar Manufacturing Plant located at _____ in _____ (Insert Village, Tehsil, District) in the state of _____ and the Employer has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Successful Bidder, and each shall be read and construed as an integral part of the Contract:

PART - A

1. "Bidding Documents" (RfS No.: SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019 dated 25.06.2019), read in conjunction with all the Amendments and Clarifications to the Bidding Documents

PART - B

2. This Contract Agreement and the Appendices thereto.
3. Letter of Award (LoA) Ref. No. XXXXXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX

PART - C

4. Bid Submitted by the Successful Bidder. (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX and XXXXXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX)

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Bidding Documents listed in Part-B of Article 1.1.

Article 2. Details of Successful Bidder and Parties to Agreement

2.1 Details of Successful Bidder

The Employer had issued Letter of Award (LoA) (XXXXXXXXXXXXXXXXXXXXXXXXX dated XX.XX.XXXX) to SPD for setting up of the Facilities as detailed in the Contract Document.

The SPD (i.e. M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX) desires to set up the Solar PV Manufacturing Plant of ____ MW Capacity at _____ through a Special Purpose Vehicle (SPV) namely M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX. The SPV is a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 and having its Corporate Office at XXXXXXXXXXXXXXXXXXXXXXXXXXXX, represented through XXXXXXXXXXXXXXXXXXXXXXXX

M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX i.e. ____ SPV of M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX is a JV Company and comprises of M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 and having its Registered Office at XXXXXXXXXXXXXXXXXXXXXXXXXXXX, represented through XXXXXXXXXXXXXXXXXXXXXXXXXXXX, its authorized signatory and M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX (the Partner of JV), a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 and having its Registered Office at XXXXXXXXXXXXXXXXXXXXXXXXXXXX, represented through XXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter collectively called "the SPV" and also referred to as the "Manufacturer"/ "JV"/ the "JV").

2.2 Parties to Agreement

- (a) **Solar Energy Corporation of India Limited** a company incorporated under the laws of Companies Act 2013 (hereinafter called "**the Employer**" and also referred to as "SECI")
- (b) **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** a company incorporated under the laws of Companies Act 1956/ 2013/ 2018 (hereinafter called "**the Successful Bidder**" and also referred to as the "Solar Power Developer"/ the "SPD")
- (c) **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** i.e. SPV of **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**, a JV Company and comprises of **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** (**the Lead Partner of JV**) and **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** (**the Partner of JV**) (hereinafter called "**the SPV**" and also referred to as the "Manufacturer"/ "JV"/ the "JV")

Each of the parties mentioned above, are hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**".

Both the partners are allowed to hold equity in the JV. The shareholding pattern is as mentioned below: -

Sr. No.	Name of the JV Partner	Shareholding (%)

The above finalized Shareholding Pattern of the JV will not be changed till 01 (One) year from the Commissioning of last Solar PV Power Plant of the entire allocated Capacity or MCOD of the entire obligated Solar Manufacturing Capacity, whichever is later, except with the prior approval of SECI.

Article 3. Effective Date, Time for Completion and Liquidated Damages for Delay

3.1 Effective Date

The effective date for commencement of work shall be the date of execution of Package-I PPA i.e., w.e.f. XX.XX.XXXX.

3.2 Time for Completion

The Time of Completion of Facilities shall be determined in Months from the date of the Letter of Award (LoA) i.e., w.e.f. XX.XX.XXXX.

S.N.	Milestone	Details	Duration (Months) from effective date of PPAs
1	I	Land Acquisition, EPC Order for Plant and Equipments, Permits and Clearance, Detailed Project Report (DPR) including Detailed Layout for Proposed Solar Manufacturing Plant	12
2	II	Readiness of Major Civil and Infrastructure	18

3	III	Receipt of Material (Machinery etc.)	18
4	IV.a	Manufacturing Plant Commercial Operation Date (MCOD) of entire obligated Manufacturing Capacity for Bidding Package A and/ or Bidding Package B as per the prescribed Qualitative Criteria	24
5	IV.b	Manufacturing Plant Commercial Operation Date (MCOD) of entire obligated Manufacturing Capacity for Bidding Package A and/ or Bidding Package B as per the prescribed Qualitative Criteria (With Tariff Reduction beyond MCOB)	36

3.2.1 SECI shall constitute a committee or may authorize any individual or committee or organization to witness and validate the achievement of above mentioned Milestones. The committee/ individual/ organization shall submit its report after each visit by duly assessing the progress of the activity(ies). The SPD needs to give at least 30 (Thirty) days advance notice to SECI in order to arrange the visit of the committee/ organization/ individual to witness and validate the achievement of milestones. In case of delay in submission of notice, SECI shall not be liable for delay in verification of documents and subsequent delay in witness and validation against achievement of milestone. The reports submitted by the committee/ individual/ organization will form a basis for deciding any future course of actions in regard of achieving the MCOB. The milestone shall be treated as having been fulfilled only on the date of validation of the achievement of milestone by the committee constituted or individual/ organization authorized by SECI.

3.2.2 The milestone IV.a indicated in the table above shall be considered as completed with a condition that, all the technologies involved in the manufacturing facility corresponding to entire allocated capacity along with Qualitative requirements as mentioned at clause 16.0 are ready for commercial operation, failing which Liquidated Damages inline with the provisions of RfS documents including its amendments shall be imposed.

3.2.3 The Successful Bidder has to establish the Solar Manufacturing Plant so as to ensure the annual production capacity of entire obligated capacity of (i) Modules (500MW per Annum per Project) and Cells (corresponding to 500MW of Modules per Annum per Project) in case of Bidding Package A or (ii) Ingots (corresponding to 500MW of Modules per Annum per Project) and Wafers (corresponding to 500MW of Modules per Annum per Project) in case of Bidding Package B is to be achieved.

3.2.4 In case of Thin Film technology, the entire integrated manufacturing line capacity should be 500MW per Annum.

3.2.5 Manufacturing Capacity of Solar PV Modules and Cells or Ingots and Wafers or integrated Thin Film Solar PV Module manufacturing should start commercial production within 24 (Twenty Four) Months from the date of execution of Package-I PPAs.

3.2.6 Under Bidding Package-A, the following qualitative requirements shall need to be met by all manufacturing Facilities offered under this scheme:

- The manufacturing facility should be such as to be able to produce cells of minimum average efficiency of 21% (Twenty One Percent) and at least 30% of the installed capacity should be capable of producing cells of average efficiency of 22% (Twenty Two Percent) or more. The module average efficiency shall be of minimum 19% (Nineteen Percent).
- In case of Thin Film Module manufacturing facility, the produced modules from Manufacturing Plant shall be of minimum average efficiency of 18% (Eighteen Percent).

- iii. The manufacturing facility should comply with "the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017" notified by MNRE vide Gazette Resolution dated 5th September'2017, and further amendments, if any, thereto.

3.2.7 Under Bidding Package-B, the following qualitative requirements shall need to be met by all manufacturing Facilities offered under this scheme:

- I. The Ingot Facility shall be for growth of Mono Crystalline Ingots or Integrated Facility for manufacturing of Mono Crystalline Wafers
- II. The Production capacity for 500MW Ingot Wafer facilities shall be 1250 MT Ingots per Annum and 10.5 Million Wafers per Annum. Minority Carrier lifetime shall be more than 600 Micro Seconds, Impurity Concentration shall be less than $10^{17}/\text{cm}^3$ and Resistivity shall be in the range between 1 - 3 Ohm-cm.
- III. The Ingot to Ingot variation of resistivity shall be $\pm 10\%$.

3.2.7 The obligations of the parties in the event of delay in commissioning of the Solar Manufacturing Plant upto the MCOD as contained in the RfS documents shall be in addition to the obligations provided herein below: -

3.3 Liquidated Damages against Delay from the MCOD:

In case the MCOD of the Solar Manufacturing Plant is delayed upto 12 (Twelve) months beyond the scheduled MCOD (Scheduled MCOD is 24 months from the effective date of Package-I PPAs), the PPA tariff discovered after reverse auction for setting up of Solar PV Power Plant shall be reduced at the rate of INR 0.001/ kWh per day of delay after MCOD until 12 (Twelve) Months beyond scheduled MCOD. The revised reduced tariff shall be applicable w.e.f. the scheduled commissioning date of individual PPAs. Such penalty will be levied on the complete Project capacity (i.e. Total Allocated Solar PV Power Plant Capacity upto 1500MW per Project) wherein the delay is under consideration for respective manufacturing capacity (500 MW per Project). Any recovery applicable for already commissioned capacity under the Project shall be done by SECI applicable from the COD on the individual Project basis along with interest equivalent to the applicable SBI 1 Year MCLR rate on per day basis. However, in case of any reduction in tariff in line with the terms of the PPA, same shall be passed on to the Buying Entity.

In case, the MCOD of the Solar Manufacturing Plant is delayed beyond 36 months from the effective date of Package-I PPAs, the entire PBG submitted for the Project will be forfeited even if the complete allocated Capacity related to Setting up of Solar PV Power Plants has been commissioned by the Successful Bidder in line with the provisions of RfS Documents including its Amendments and Clarifications.

In addition to the MCOD, the manufacturing plant developed shall achieve the specified efficiency levels. A stabilization period of 03 (Three) months from the date of actual MCOD shall be allowed to the successful bidders/ developers in order to establish the specified efficiency levels. The Performance Bank Guarantee @ INR 5.5 Lacs per MW related to the allocated Manufacturing Capacity shall be linked towards demonstration of specified efficiency levels. SECI will constitute a committee for examining the efficiency levels. In case of any default or failure in achieving so, the constituted committee shall examine &

recommend the further course of action including forfeiture of the Performance Bank Guarantee.

The parties agree that the amount of Liquidated Damages mentioned herein above are the genuine pre-estimate of damages arising from the delay in commissioning of the Project

Article 4. Performance Bank Guarantee (PBG)

The SPD shall submit a single Performance Bank Guarantee per Project (i.e. upto 1.5GW of Solar PV Power Plant and 500MW of Solar Manufacturing Plant) for value considering (i) INR 27.5 Crore and (ii) INR 20 Lacs per MW related to Allocated Capacity of Solar Manufacturing Plant. The single PBG shall be submitted within 80 days of issuance of Letter of Award (LoA) or before signing of PPA and Manufacturing Contract Agreement, whichever is earlier. 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.

It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B. The initial validity of the PBG has to be until 43 (Forty Three) months from the Effective Date of the Package-I PPAs. Incase the successful bidders/ developers are not able to get the PBG with initial validity of 43 months, they can submit the PBG with initial validity of 36 (Thirty Six) months. However, the validity of the PBG need to be extended for further period of atleast 07 (Seven) months prior to 90 days from expiry of the existing validity.

The PBG shall be released within 03 (Three) Months upon MCOD (i.e. commencement of commercial operation and successful demonstration of prescribed qualitative criteria as mentioned under Clause no. 16, Section-I of RfS) of the entire obligated Solar Manufacturing Plant on pro rata basis @ INR 5.5 Lacs/ MW (Indian Rupees Five Lacs Fifty Thousand per MW).

Incise the MCOD of the entire obligated manufacturing capacity is achieved on or before the scheduled MCOD (i.e. 24 months from the date of execution of Package-I PPAs), the PBG shall also be released on pro rata basis @ INR 20 Lacs/ MW (Indian Rupees Twenty Lacs per MW) (in addition to the PBG to be released @ INR 5.5 Lacs/ MW against MCOD of Solar Manufacturing Plant) within 03 (Three) Months subject to Commissioning of Solar PV Projects within maximum time allowed for commissioning with tariff and PPA term reduction in line with the provisions of RfS documents including its amendments and clarifications.

Successful Bidders/ Developers shall extend the validity of PBGs as and when desired by SECI without any additional commercial implication to SECI.

All the PBGs shall be submitted by the successful bidders only and no PBG shall be accepted from the SPV/ Project Company of the successful bidders

Article 5.

The Power Purchase Agreements (PPAs) are also being executed between the Employer and the SPD/ separate SPVs set up by the SPD for “**Setting up of 6GW ISTS Connected Solar PV Power Plants**” (hereinafter referred to as the “**Power Plant Contracts**”).

Notwithstanding the execution of facilities under two/ multiple separate contracts in the aforesaid manner, the SPD shall be overall responsible to ensure the execution of both the facilities to achieve successful completion as per the requirements stipulated in the Contract. It is expressly understood and agreed by the SPD that any default or breach of the obligations under any of the Bidding Documents, the present contract and/ or the Power Plant Contracts shall automatically be deemed as a default or breach of the obligations of the SPD under the present Contract and the Bidding Documents and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the Power Plant Contracts either in full or in part, and/or recover damages under that Contract, shall give the Employer an absolute right to terminate this Contract at the SPD's risk, cost and responsibility, either in full or in part and/ or recover damages as well. However, such breach or default or occurrence in the Power Plant Contracts shall not automatically relieve the SPD of any of its responsibility/ obligations under this Contract or the Bidding Documents. It is also expressly understood and agreed by the SPD that all the SPVs set up by the SPD shall give satisfactory performance in accordance with the provisions of the Contract. Further, the SPD expressly understands and agrees that in case of any delay/ default on behalf of any of the SPVs under the Present Contract and/ or the Power Plant Contracts, the relevant provisions of the RfS/ relevant articles of the PPA pertaining to PBGs, shall apply to the PBGs submitted by the SPD.

IN WITNESS WHEREOF the Employer, the SPD and the SPV have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the SPD

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Signature

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Signature

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Title

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Signature

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Signature

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Title

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Signed by for and
on behalf of the SPV

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in the presence of

Signed by for and
on behalf of the SPV

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in the presence of

Annexure - A

**TECHNICAL PARAMETER OF PV MODULE AND
VARIOUS OTHER COMPONENTS FOR USE IN GRID
CONNECTED SOLAR POWER PLANTS**

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

1. PV MODULE QUALIFICATION

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

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61215-1-3 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-3: Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
IEC 61215-1-4 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-4: Special requirements for testing of thin-film Cu(In,Ga)(S,Se) based photovoltaic (PV) modules

IEC 62108 Ed. 2.0	Concentrator photovoltaic (CPV) modules and assemblies - Design qualification and type approval
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 61701 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Applicable for coastal and marine environment)
IEC 62716 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (Applicable for wet atmospheres having high concentration of dissolved ammonia)
IEC TS 62804-1 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

2. POWER CONDITIONERS/ INVERTERS

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

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments

IEC 62116 Ed. 2/ IEEE 1547:2003 with 2014 Amendment 1/UL 1741	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
LVRT Compliance	As per the latest CERC Guidelines / Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards:

Sl. No. (1)	Product (2)	Indian Standard Number (3)	Title of Indian Standard (4)
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval

2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and Thin film)	IS/ IEC 61730 (Part 1) IS/ IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5.	Utility –Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility-Interconnected Photovoltaic Inverters

6.	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test
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3. CABLES AND CONNECTORS

All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

4. OTHER SUB-SYSTEMS/ COMPONENTS

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

5. AUTHORIZED TEST CENTRES

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

6. WARRANTY

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

7. IDENTIFICATION AND TRACEABILITY

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

6GW ISTS CONNECTED SOLAR PV POWER PLANTS LINKED WITH 2GW (PER ANNUM) SOLAR MANUFACTURING PLANT	<u>RfS No. SECI/C&P/RfS/2GW MANUFACTURING/P-3/R1/062019</u>	<u>Page 116 of 139</u>
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- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

8. PERFORMANCE MONITORING

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

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to SECI/ MNRE.
- b. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to SECI and MNRE on line and/ or through a report on regular basis every month for the entire duration of PPA.
- c. The SPDs shall provide access to SECI/ MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to SECI/ MNRE.

- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format

9. SAFE DISPOSAL OF SOLAR PV MODULES

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

10. CAPACITY OF SOLAR PV PROJECTS

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	250 MW	250 MW	250 MW	250

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.
- iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 50 MW Package, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.
- iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.
- v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

REQUIREMENT OF SOLAR MANUFACTURING FACILITIES

The requirement of Solar Manufacturing facilities are as under: -

1. The annual minimum production capacity of manufacturing facilities for the Packages are given below in case of crystalline-silicon for each Project.

a. For Package A

S.No.	Description	Minimum Annual production capacity
1.	Cells	Corresponding to 500 MW of Modules manufacturing
2.	Modules	500 MW

b. For Package B

S.No.	Description	Minimum Annual production capacity
1.	Ingots	Corresponding to 500 MW of Modules manufacturing
2.	Wafers	Corresponding to 500 MW of Modules manufacturing

2. The annual production capacity of Ingots, Wafer, Cells and Modules facility should be minimum of mandated capacity for each Project as mentioned above as applicable in case of crystalline-silicon.
3. Similarly, in case of thin Solar PV Manufacturing, the minimum annual production capacity shall be 500 MW of modules for each Project. The plant should have complete integrated facilities starting from glass to modules.
4. For Ingots, the capacity will be ensured based on the output tonnage corresponding to annual manufacturing capacity of 500 MW of Modules.
5. For Wafers, Cells and Modules, the capacity will be ensured based on the throughput of the line and wattage/ efficiency of the final product.
6. The product certificate shall be furnished by manufacturer as per latest IEC/ BIS standards.
7. Manufacturer shall furnish the following documents during the set-up of new manufacturing facilities. All the documents and drawings are required to be signed by the manufacturer.
 - i. Prefeasibility Report/ Detailed Project Report
 - ii. Manufacturing Facilities Plant Layout/ Site Plan
 - iii. Manufacturing Process Flow Diagram
 - iv. List of Equipment/ Machinery to set up Manufacturing Plant
 - v. Technical Data Sheets of Production Equipment, Line Equipment etc.
 - vi. Size/ Capacity Calculation Sheet for each Units including Subsystems
 - vii. Procedure of Factory Acceptance Test, Routine test

Appendix - A1

COMMISSIONING PROCEDURE

(This is for Reference Only; The Commissioning Procedure will be guided by as per PPA)

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

Documents to be submitted to SECI:

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

1. Covering Letter
2. Board Resolution for Authorized Signatory.
3. Invoice(s) of the Major Equipment(s) (including but not limited to modules, Inverters/ PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment as available on SECI CPM portal).
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A (if some documents already verified by MNRE appointed committee prior to Financial Closure, may not be required which shall be updated on CPM portal)
5. Installation report duly signed by the authorized signatory as per Appendix - A2.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
7. Electrical Inspector report along with all annexures/ attachments. It would be the responsibility of the SPD to collect the certificate.
8. SPD shall ensure Connectivity to the grid from concerned CTU/ STU/ Transmission Utility/ DISCOM. Connectivity report as per the Appendix - A3.

9. Synchronization Certificate as per prescribed format issued by respective CTU/ STU/ Transmission Utility/ DISCOM for ascertaining injection of power into grid as per Appendix - A4.
10. Supporting document for "Consent to Operate"
11. Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/ RLDC.
14. After the submission/ upload of the documents by SPD, SECI shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by SECI, the same have to be submitted/ uploaded by the SPD.
15. Only after all the required documents are verified by SECI, the SPD shall have to submit/ update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or SECI.
16. After the proposed commissioning date along with commissioning order is submitted/ updated on the portal, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the SPD. In case the committee finds discrepancy/ deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
17. SPD shall have to submit/ upload the as-built drawing after the commissioning prior to the COD.
18. SPD shall have to push the required plant related data to SECI designated server in xml/json formats. Additionally, SPD shall also provide the login details/ SCADA login to SECI for online real time data monitoring prior to COD.
19. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by SECI. In order to facilitate this, SPDs shall inform the concerned RLDC/ SLDC and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.
20. Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/ plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.
21. SPD is permitted to schedule the Commissioning of the Project in full or part as per the commissioning procedure elaborated in Clause No. 16, Section-II, ITB of RfS Documents.

Solar Power Developers would be required to plan commissioning/ synchronization with grid at least 10 (Ten) Days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

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

Appendix - A2

INSTALLATION REPORT

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

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

Appendix - A3

SAMPLE CONNECTIVITY REPORT

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

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

The details of Solar Power Plant are as under

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

			Receiving end on dated: <> 132 kV GSS, <>, <>, (<Distt.>)	
--	--	--	--	--

The Commissioning date of various equipment is as under:

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

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

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

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

Complete system commissioned on date-----

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

Appendix - A4

SAMPLE SYNCHRONIZATION CERTIFICATE

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

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

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

NB:

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

Appendix - A5

SAMPLE PART COMMISSIONING/ FULL COMMISSIONING CERTIFICATE OF SOLAR PV POWER PROJECT

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

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

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

NB: To be issued by as mentioned in Clause No. 16, Section-II, ITB of RfS Documents.

Annexure - B

CHECK LIST FOR BANK GUARANTEES

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

Annexure - C

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	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.G
8. Dena Bank	35. FirstRand Bank Ltd.
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
19. Bank of Baroda	

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

23. BANK INTERNASIONAL INDONESIA

Note: 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 Centre, Saket, New Delhi - 110 017
Contact Number	Telephone : 0091 11 71989200
E-mail ID	finance@seci.co.in
PAN Number	AAQCS8429L
GST Number	07AAQCS8429L1ZI

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

Annexure - D

**SPECIAL INSTRUCTIONS TO BIDDERS FOR
e-TENDERING AND REVERSE AUCTION**

GENERAL

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

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 <https://www.bharat-electronictender.com> 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

Auction

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

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. 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.

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	support@isn-ets.com (Please mark CC : support@electronic tender.com)

Some Bidding Related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 23.a, Section-II, ITB of RfS Documents, failing which the technical bids will not be opened.

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

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

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.

CAUTION: 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. **If variation is noted between the information contained in the Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® shall prevail.**

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

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. 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.

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class 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. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
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.

ADDITIONAL DO'S AND DON'TS FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Annexure - E

TERMS & CONDITIONS OF REVERSE AUCTION

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

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
- f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

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

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

BUSINESS RULES OF REVERSE AUCTION

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

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a	Yes

	'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	
3.1	Pre-defined Time-Duration	60 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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