



Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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Saket, New Delhi - 110 017

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E mail: contracts@seci.co.in

Request for Selection (RfS) Document

For

Selection of Solar Power Developer for Setting up of 70
MW Grid Connected Solar Photo Voltaic Power Project at
Amguri Solar Park, Amguri, Dist.: Sivasagar, Assam

RfS No. [SECI/C&P/SPD/RfS/Assam/022018](#)

Date: 02/02/2018

DISCLAIMER

1. Though adequate care has been taken while preparing this RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respects. Intimation regarding any discrepancy shall be brought into notice of this office immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS document**, it shall be considered that the document is complete in all respects 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 RfS document including the PPA.
3. While this RfS document has been prepared in good faith, neither SECI nor its 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.

Place: New Delhi

Date: 02.02.2018



SECTION - I

INVITATION

FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

SELECTION OF SOLAR POWER DEVELOPER FOR SETTING UP OF 70 MW GRID CONNECTED SOLAR PV POWER PROJECT AT AMGURI SOLAR PARK, AMGURI, DIST.: SIVASAGAR, ASSAM UNDER GLOBAL COMPETITIVE BIDDING

(SINGLE STAGE TWO ENVELOPE BIDDING) **under e-Tendering**

- 1.0 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.
- 2.0 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. 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 line with the above Guidelines issued by MoP dated 03.08.2017.
- 3.0 As part of the Government of India's target to achieve a cumulative capacity of 100 GW Solar PV installation by the year 2022, SECI wishes to invite proposals for setting up of grid connected Solar PV project at Amguri Solar Park at Amguri, Dist. Sivasagar, Assam on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 70 MW. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidder 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.
- 4.0 Power procured by SECI from the above Project has been provisioned to be sold to the State DISCOM (Assam Power Distribution Company Ltd.).

OVERVIEW OF THE RfS:

- 5.0 Solar Power Developer (hereafter referred to as SPD) selected by SECI based on this RfS, shall set up the Solar PV Project on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The standard PPA document shall be shortly uploaded and can be downloaded from TCIL portal <https://www.tcil-india-electronictender.com>.

- 6.0 SECI shall enter into PPA with successful SPD for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at **INR 3.43/ kWh for 25 years**. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such project. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
- 7.0 Bidders shall submit their bids by offering a single tariff for the Project, which shall be applicable for all the 25 years.
- 8.0 If the 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.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS:

- 9.0 The Project to be selected under this RfS is of a single capacity of 70 MW to be installed at Amguri Solar Park at Amguri, Dist.: Sivasagar, Assam in India, providing for deployment of Solar PV Technology. However, the selection of project would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without trackers can be installed. Only commercially established and operational technologies shall be used, to minimize the technology risks and to achieve the timely commissioning of the Project.
- 10.0 Not used.

GUIDELINES FOR IMPLEMENTATION OF THE RfS:

- 11.0 This RfS document has been prepared 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. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS. In case of any difference in interpretation between this RfS document and said guidelines, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on the Bidder/ SPD and SECI.
- 12.0 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 project and carry out random checks to verify compliance of quality standards.

- 13.0 MNRE may also lay down conditions in order to meet forecasting and scheduling requirements by appropriate commission or such other requirements including partial storage, to improve power quality.

GENERAL

- 14.0 The complete RfS Documents are available at TCIL portal <https://www.tcil-india-electronictender.com> as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the RfS Documents from the portal <https://www.tcil-india-electronictender.com> as per the provisions available therein.
- 15.0 Interested bidders have to necessarily register themselves on the portal <https://www.tcil-india-electronictender.com> through M/s Telecommunications Consultants India Limited (TCIL), 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 TCIL, New Delhi to complete the registration formalities. The address of M/s TCIL is mentioned on the Bid Information Sheet. All required documents and formalities for registering on TCIL 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 (Monday to Friday).

For proper uploading of the bids on the portal namely <https://www.tcil-india-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 Telecommunications Consultants India 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.

- 16.0 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.
- 17.0 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.
- 18.0 Bidders shall submit their bid proposals online, complete in all aspects on or before last date and time of Bid Submission as mentioned on ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 19.0 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.**
- 20.0 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) or from SECI website (<http://www.seci.co.in>). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal of TCIL to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on TCIL website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned TCIL website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on TCIL website shall prevail.**
- 21.0 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.
- 22.0 Not used.

- 23.0 The detailed Qualifying Requirements (QR) are given in Section-III of the RfS.
- 24.0 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 25.0 ***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 | 1.0 Selection of Solar Power Developer for Setting up of a 70 MW Solar PV Project at the Amguri Solar Park at Amguri, Dist.: Sivasagar, Assam. | | | | | |
| (B) | RfS NO. & DATE | SECI/C&P/SPD/RfS/Assam/022018 dated 02.02.2018 | | | | | |
| (C) | TYPE OF BIDDING SYSTEM | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;">Yes</td> </tr> </table> | SINGLE BID SYSTEM | <input style="width: 80%;" type="text"/> | TWO BID SYSTEM | Yes | |
| SINGLE BID SYSTEM | <input style="width: 80%;" type="text"/> | | | | | | |
| TWO BID SYSTEM | Yes | | | | | | |
| (D) | TYPE OF RfS/ TENDER | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> | E-TENDER | Yes | MANUAL | <input style="width: 80%;" type="text"/> | |
| E-TENDER | Yes | | | | | | |
| MANUAL | <input style="width: 80%;" type="text"/> | | | | | | |
| (E) | COMPLETION/ CONTRACT PERIOD | As mentioned in RfS Documents [Reference Clause No. 17.b, 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;">APPLICABLE</td> <td style="width: 50%; text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> | APPLICABLE | Yes | NOT APPLICABLE | <input style="width: 80%;" type="text"/> | <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST, to be submitted 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 | Yes | | | | | | |
| NOT APPLICABLE | <input style="width: 80%;" type="text"/> | | | | | | |

| | | | | | | |
|----------------|---|---|------------|-----|----------------|--|
| (G) | BID PROCESSING FEE (NON-REFUNDABLE) | <table border="1"> <tr> <td data-bbox="667 230 954 342">APPLICABLE</td> <td data-bbox="954 230 1220 342">Yes</td> </tr> <tr> <td data-bbox="667 342 954 421">NOT APPLICABLE</td> <td data-bbox="954 342 1220 421"></td> </tr> </table> <p>Amount: INR 10,00,000/- (Indian Rupees Ten Lacs) + 18% GST for each response to RfS, to be submitted 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 | Yes | NOT APPLICABLE | |
| APPLICABLE | Yes | | | | | |
| NOT APPLICABLE | | | | | | |
| (H) | EARNEST MONEY DEPOSIT (EMD) | <table border="1"> <tr> <td data-bbox="667 656 954 745">APPLICABLE</td> <td data-bbox="954 656 1220 745">Yes</td> </tr> <tr> <td data-bbox="667 745 954 824">NOT APPLICABLE</td> <td data-bbox="954 745 1220 824"></td> </tr> </table> <p>Amount: INR 10,00,000/- (Indian Rupees Ten Lacs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS.</p> | APPLICABLE | Yes | NOT APPLICABLE | |
| APPLICABLE | Yes | | | | | |
| NOT APPLICABLE | | | | | | |
| (I) | PERFORMANCE BANK GUARANTEE | <table border="1"> <tr> <td data-bbox="667 981 954 1070">APPLICABLE</td> <td data-bbox="954 981 1220 1070">Yes</td> </tr> <tr> <td data-bbox="667 1070 954 1149">NOT APPLICABLE</td> <td data-bbox="954 1070 1220 1149"></td> </tr> </table> | APPLICABLE | Yes | NOT APPLICABLE | |
| APPLICABLE | Yes | | | | | |
| NOT APPLICABLE | | | | | | |
| (J) | DATE, TIME & VENUE OF PRE-BID MEETING | <p>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</p> <p>Scheduled as per NIT on TCIL portal and/or SECI website.</p> | | | | |
| (K) | OFFLINE AND ONLINE BID-SUBMISSION DEADLINE | <p>As per NIT on TCIL portal</p> | | | | |
| (L) | TECHNO-COMMERCIAL BID OPENING | <p>As per NIT on TCIL portal</p> | | | | |
| (M) | e-Reverse Auction (e-RA) | <p>Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.</p> | | | | |
| (N) | CONTACT DETAILS OF TCIL | <p>M/s Telecommunications Consultants India Limited 6th Floor, TCIL Bhawan, Greater Kailash - 1 New Delhi - 110 048 Contact Person : ETS Support Team</p> | | | | |

| | | |
|-----|---|--|
| | | Contact No. : 011 26202699 (Multiline) / 26241790 / 26202661 Email : ets_support@tcil-india.com |
| (O) | Name, Designation, Address and other details (For Submission of Response to RfS) | GM (C&P) 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 – nsm@seci.co.in |
| (P) | Details of persons to be contacted in case of any assistance required | 1) Mr. Sanjay Sharma GM (C&P), Ph: 011-71989256 2) Mr. Manas Ranjan Mishra Manager (C&P) Ph: 011-71989294 3) Mr. Pratik Prasun Dy. Manager (C&P) Ph: 011-71989236 |

Note:

- 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 ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) and/ or 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 www.tcilindia-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details only will be available from www.tcil-india-electronictender.com



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.tcil-india-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 DOCUMENT:

The RfS document can be downloaded from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-electronictender.com>. A link of the same is also available at www.seci.co.in.

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

2 COST OF RfS DOCUMENT & 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 the RfS Document 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. ***The bids submitted without Cost of the RfS Document and/ or Bid Processing Fee and/ or Earnest Money Deposit (EMD), shall not be considered for the bidding and such bids shall not be opened online by SECI.***

3 TOTAL CAPACITY OFFERED:

- 3.1 Selection of SPD for a single capacity of 70 MW Grid Connected Solar PV Power Project will be carried out through e-bidding followed by e-Reverse Auction process. The Project will be setup at Amguri Solar Park, Amgru, Dist.: Sivasagar, Assam.
- 3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Plant on Build-Own-Operate (B-O-O) basis.
- 3.3 Project shall be allocated in single configuration/ entity of 70MW under the RfS. The Project shall be connected to the Grid system and Delivery Point, as defined in the Section-IV of the RfS.

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

4 PROJECT LOCATION:

The Project location is Amguri Solar Park, Amguri, Dist.: Sivasagar, Assam, India. Details of the Solar Park are enclosed in Section VIII of the RfS.

5 PROJECT SCOPE & TECHNOLOGY SELECTION

Under this RfS, the SPD shall set up the Solar PV Project including the transmission

network upto the Delivery Point, 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 those required from State Government and local bodies shall be in the scope of the SPD. The Project to be selected under this scheme provide for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed. 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 of Assam. 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 shall submit a single bid for the entire 70 MW in the prescribed formats.
- (ii) Not used.
- (iii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for allocation of Project is elaborated in Section-V of RfS.
- (iv) Not used.

7 CONNECTIVITY WITH THE GRID

7.1 Refer Clause 4 of Section-VIII of the RfS.

8 POWER GENERATION BY SOLAR POWER DEVELOPER:

8.1 Criteria For Generation

The SPD will declare the annual CUF of the Project at the time of submission of response to RfS, which shall be allowed to be modified at the time of signing of PPA. 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 the 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, 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. | <p>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.</p> <p>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.</p> |

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 Developer 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. | <p><i>Minimum Generation Compensation = 50% of [(Average Generation per hour during the 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> |

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 Not Applicable

10 EARNEST MONEY DEPOSIT (EMD)

10.1 Earnest Money Deposit (EMD) of INR 10 Lakh/ MW 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 response to RfS, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium.

- 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).

11 **PERFORMANCE BANK GUARANTEE (PBG)**

- 11.1 Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value @ INR 20 Lakh/ MW within 30 days of issuance of Letter of Intent (LoI) or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B for a value @ INR 20 Lakh/ MW/ Project with a validity period from the date of submission of the PBG until 21 months from the Effective Date of the PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. Non submission of PBG within the above timelines shall be treated as follows:

- 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.
- 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 Not used.
- 11.3 The SPD shall furnish the PBG from any of the Banks listed at Schedule-2 of draft PPA to SECI. PBG 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).
- 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 Bidder for the Project selected based on this RfS is required to sign PPA with SECI within 3 months after the issue of LOI. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-II, Instructions to Bidders (ITB) or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee 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 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.
- 11.9 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of the SPD shall be returned to it, immediately after successful commissioning of the project as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 17, Section-II, Instructions to Bidders (ITB) of RfS documents.

12 SUCCESS CHARGES

Successful Bidder shall have to pay INR 1.06 Lakh/ MW/ Project (@ 0.2% of normative capital cost of CERC i.e. INR 530.02 Lakh per MW) + 18% GST to SECI towards administrative overheads, liaising with State Authorities, Discom/ STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LOI. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract interest @18% per annum, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI.

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 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 within the stipulated time period;

- 13.3 If after issuance of LOI, 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 Agreement (PPA) with the Bidder selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between SECI and the selected SPD will be made available on website of TCIL <https://www.tcil-india-electronictender.com> and also in SECI website www.seci.co.in. The PPA shall be signed within 30 days from the date of issue of LOI, if not extended by SECI (for e.g. *If the LOI is dated 20-02-2018, then the last date of signing of PPA shall be 22-03-2018*). PPA will be executed between SECI and selected bidder for the Project capacity. The PPA shall be valid for a period of 25 years from the scheduled commissioning date of the Project.
- 14.2 The Performance Bank Guarantee as per Clause 11 above and Success Charges as per Clause 12 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA with the selected Bidder, SECI will verify the documents furnished by the Bidder at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement and financial requirements mentioned at Annexure to BDS respectively. At this stage, the Bidder shall be required to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with ROC which became due during this period, along with all the relevant documents filed with MCA for allotment of Shares are required to be submitted at the time of signing of PPA. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.
- 14.3 Successful bidder will have to submit the required documents to SECI preferably within 21 days from the issue of LOI. In case of delay in submission of documents beyond the 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 PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LOI. In extraordinary cases of unavoidable delays on the part of SECI in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

- 14.4 Back-to-back Power Sale Agreement (PSA) will be executed by SECI with the State DISCOM for sale of solar power to it.
- 14.5 The SPD will be free to reconfigure and repower the project 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 the Guidelines.
- 14.6 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD, Discom and SECI.

15 **FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS**

- 15.1 The Project shall achieve Financial Closure within 7 (seven) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 07.03.2018, then scheduled Financial Closure date shall be 07.09.2018). At this stage, the SPD shall report tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit a certificate from all financing agencies regarding the tie-up of funds indicated for the Project. Additionally, the SPD shall furnish documentary evidence towards the following:
- The requisite technical criteria have been fulfilled and orders placed/agreements entered into, for supply of plants and equipment for the project.
 - Detailed Project Report for the project.
 - The details of all planned/proposed Inverters and modules (manufacturer, model number, datasheet, all technical certificates as mentioned at Annexure-A along with the link of the certifying authority with ILAC member accredited lab/NABL accredited lab) for the project at least 14 days prior to the scheduled financial closure date.
 - Not used.
 - Required land/plot for project development is under possession of the SPD. In this regard the SPD shall be required to furnish the following documentary evidences to establish the possession of the required land/lease agreement in the name of the SPD: -
 - Agreement between SPD and SPIA for allotment of land as per SPIA Terms & Conditions and possession of the plot in the solar park as mentioned in the LOI.
 - Certificate by the concerned SPIA for the acquisition/ownership/vesting of the land in the name of the SPD.
 - All agreements and approvals, clearances from SPIA related to the project along with all necessary supporting documents.
- 15.2 In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall cancel the Project, unless the delay is on account of delay in allotment of land in Solar Park or by Government or delay in transmission line or Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of Rs. 10,000/- per day per MW. Subsequent to the completion of deadline for achieving

financial closure, SECI shall issue notice to the SPD in case it is not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the SPD to either furnish the necessary documents or make the above mentioned payment of Rs.10,000/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 of the corresponding SPD and terminate the PPA for the corresponding Project. The amount of Rs. 10,000/MW/day shall be paid by the SPD 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. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by SECI. 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, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

- 15.3 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.

16 COMMISSIONING

The Commissioning of the Project shall be carried out by the SPD in line with the procedure elaborated in draft PPA document (Commissioning Procedure at Annexure-A and 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 the State Nodal Agency or SECI after successful commissioning.

16.a PART COMMISSIONING

There shall be no part commissioning allowed for this Project.

16.b COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGE FOR DELAY IN COMMISSIONING

The Project shall be commissioned within 12 months of the Effective Date of the PPA (for e.g. if effective date of the PPA is 07.02.2018, then scheduled Commissioning date shall be 07.02.2019). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

- a. **Delay upto six months from the SCD:** The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 70 MW capacity, if commissioning of 50 MW capacity is delayed by 18 days from the scheduled date, then the penalty shall be: PBG amount X (50/70) X (18/180).
- b. **Delay of more than six months from the SCD:** In case the commissioning of the Project is delayed by more than 6 months from the SCD, the tariff of INR 3.43/ kWh or the tariff discovered after reverse auction shall be reduced at the rate of INR 0.0015 / kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 24 months from the Effective Date of the PPA. In case, the Commissioning of the Project is delayed beyond 24 months from the Effective Date of the PPA, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

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

Illustration of Liquidated Damages (LD) Calculations:

Consider a SPD has been selected for the implementation of a Project of capacity of 70 MW.

- Total Performance Bank Guarantee Amount to be furnished by the SPD: (20 X 70) = INR 1400 Lakhs.

a) LD Conditions:

- **In case of delay upto 6 Months from SCD:** Entire PBG amount (i.e. INR 11,111.11/ MW/ Day) shall be encashed as Liquidated Damages for the first six months of delay, calculated on per day basis and proportionate to the capacity not commissioned.
- In case of delay beyond 6 months from the SCD subject to maximum of 24 months from the Effective Date of the PPA, the tariff of INR 3.43/ kWh or the tariff discovered after reverse auction shall be reduced at the rate of 0.15 Paise per unit (kWh) per day for such remaining capacity which is not commissioned.

- b) Consider that the Project commissioning (for e.g. Project capacity 70 MW) has been achieved in the following manner:

| Sl. No. | Commissioned Capacity (MW) | Capacity remaining Un-commissioned (MW) | Date of Commissioning of the respective part | Delay from the Scheduled Commissioning date (days) |
|---------|----------------------------|---|--|--|
| 1 | 0 | 70 | Scheduled Commissioning date | 0 |

Illustration of Liquidated Damages (LD) Calculations:

| | | | | |
|---|----|---|---|-----|
| 2 | 70 | 0 | Scheduled Commissioning date + 190 Days | 190 |
|---|----|---|---|-----|

i) **LD Calculation:** In case of above commissioning schedule, the LD calculation for encashment of PBG, shall be done as follows:

Total PBG encashment: Rs. 14,00,00,000

ii) **Tariff reduction:** For the entire 70 MW capacity which is being commissioned after 6 months from the Scheduled Commissioning date, the Tariff gets reduced as explained below:

Tariff Calculation: $\text{INR } 3.43 - \text{INR } (0.0015 \times (190 - 180)) = \text{INR } 3.415 / \text{kWh}$

As per terms of the PPA, tariff of the Project shall be reduced to INR 3.415/ kWh

Based on the above schedule, total LD payable by the SPD shall be INR 14,00,00,000 and tariff of the Project during tenure of PPA shall stand reduced to INR 3.415/ kWh.

16.c EARLY COMMISSIONING

The SPD shall be permitted for full commissioning of the Project even prior to the SCD. In case the entire capacity is commissioned prior to the scheduled commissioning date, SECI may purchase the generation at PPA Tariff. However, early full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI.

17 COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project, 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:

- 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.
- 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 COD 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. 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 LOI, 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.
- 18.3 In case of SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, 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% at any time prior to 1 (one) year from 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.
- 18.4 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 COD.
- 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.

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 within one week 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 within one week 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 2016-17.

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;
- (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. 24.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 towards Cost of RfS Document as mentioned in Bid Information Sheet.
- Processing Fee in the form DD/ Pay Order 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
- 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.
- **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 Developer for Setting up of 70 MW Solar Power Project at Amguri Solar Park, Assam | |
|---|--|
| <i>Cumulative Capacity of the projects applied for</i> | 70 MW |
| <i>No. of Projects Bid for</i> | 01 |
| <i>RfS Reference No.</i> | |
| <i>Submitted by</i> | <i>(Enter Full name and address of the Bidder)</i> |
| <i>Authorized Signatory</i> | <i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i> |
| <i>Bid Submitted to</i> | GM (C & P)/ Manager (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 www.tcil-india-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 TCIL 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

Only single tariff bid for the Projects applied for, shall have to be filled online in the Electronic Form provided at the TCIL 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

| |
|---|
| <p>___ MW Grid Connected Solar PV Project</p> <p>Owned and operated by</p> <p>----- (insert name of the SPD)</p> <p>(Under RfS for Setting up of 70 MW Grid Connected Solar PV Project at Amguri Solar Park</p> <p>Implemented by</p> <p>Solar Energy Corporation of India Limited)</p>  <p>Village:....., Tehsil....., District....., State.....</p> |
|---|

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 TCIL 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 www.tcil-india-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ TCIL 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

| <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 Pratik Prasun Dy. Manager (C & P) | Phone (Off): 011-71989236, Email: contracts@seci.co.in |
| Shri Sunil/ Shri Kartik Sr. Engineer (C & P) | Phone (Off): 011-71989284, 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 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 their 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 the 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 fully owned subsidiary Company (i.e. 100% subsidiary) 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.

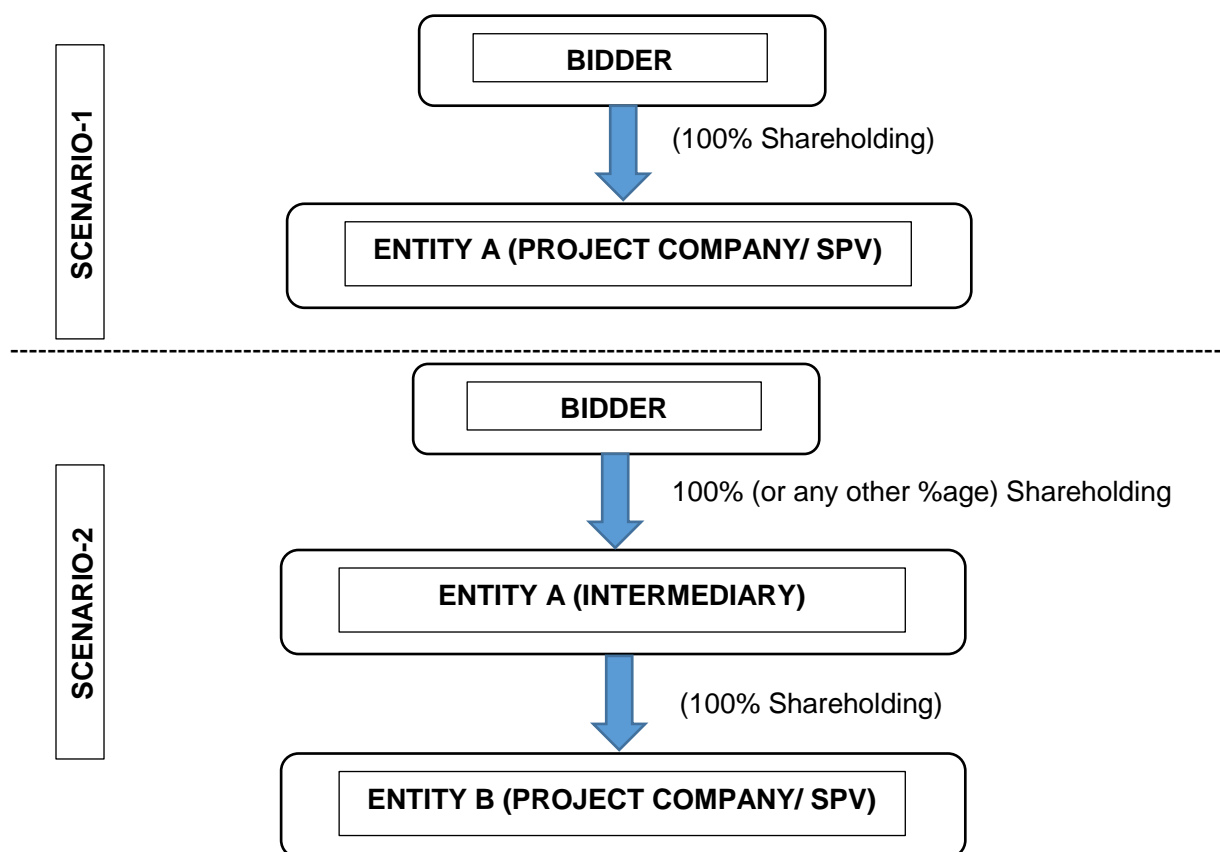
- A.4 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case 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 Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) 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.
- 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 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate 100% subsidiary of the Bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:



As per the RfS conditions, only Scenario 1 is permissible in case of project being implemented by SPV

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. 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 1.07 Crores per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2016-17.
- 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 50 Lakhs/ MW** of the quoted capacity during the previous financial year, i.e. FY 2016-17. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 10 Lakhs/ MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2016-17.
- c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 12.5 Lakhs/ MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

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. FY 2016-17, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment 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. 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 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.07 Crores x 100MW = Rs. 107 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 74.90 Crores and to be met by Consortium Member B would be Rs. 32.10 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 Not used.
- 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 Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 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 30th day from the date of issuance of Letter of Intent (LOI), 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;
- 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;
- 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 the 220 kV side of the 33/220 kV Substation at the Solar Park periphery (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 SPD 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”** 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 **“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;
- 1.29 **“MONTH”** shall mean calendar month;
- 1.30 **“NET-WORTH”** means the Net-Worth as defined section 2 of the company Act, 2013;
- 1.31 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.32 **“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;
- 1.33 **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Solar PV Project may connect to a common Transmission System. Multiple 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 220 kV 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 33 kV 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;
- 1.34 **“PGCIL”** means Power Grid Corporation of India Limited;
- 1.35 **“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;
- 1.36 Not used.
- 1.37 **“POWER PROJECT” or “SOLAR POWER PROJECT” or “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 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;

- 1.38 **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.39 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;
- 1.40 **“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;
- 1.41 **“RfS DOCUMENT”** shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/C&P/SPD/RfS/Assam/022018 dated: 02.02.2018
- 1.42 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.43 **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as on 12 months from the Effective Date from the PPA. *For example, if the Effective Date of the PPA is 07-03-2018, the SCD shall be 07-03-2019;*
- 1.44 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;
- 1.45 **“SOLAR PARK”** shall mean concentrated zone of development of solar power generation projects. Solar park will also facilitate developers by reducing the number of required approvals. **SOLAR PV PROJECT** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.46 **“Solar Park Implementing Agency or SPIA”** shall mean APGCL- Assam Power Generation Corporation Limited.
- 1.47 **“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;

- 1.48 **“TOE”** shall mean Tender Opening Event.
- 1.49 **“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;
- 1.50 **“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;
- 1.51 **“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/ TCIL 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

- 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 “Tariff” quoted by the Bidders in the Electronic Form of Financial Bid. After this step, the shortlisted Bidders shall be invited for the Reverse Auction.

- 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 a single tariff per kWh for the 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 **INR 3.43/ kWh**. Those bids where the tariff quoted is more than INR 3.43/ kWh, shall be summarily rejected.
- 2.b.4 Not used.
- 2.b.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are 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 the Project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 2.b.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause No. 3.2 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 | ₹ 2.80 (Tariff in ₹/ kWh) | L7 |
| B9 | ₹ 2.93 (Tariff in ₹/ kWh) | L8 |

3 REVERSE AUCTION (STEP - 3)

- 3.1 The reverse auction for the Project capacity shall be conducted through www.tcil-india-electronictender.com portal on the day as intimated by SECI to the eligible Bidders.
- 3.2 The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

| Case | Condition | Formula | Total eligible bidder for e-RA |
|---------|------------|---|---|
| Case-I | $T \leq 3$ | $n = T$ | From 1 st to ' n^{th} ' bidder in ascending order |
| Case-II | $T > 3$ | (i) $A = (T/2)$ if 'T' is even, and (ii) $A = ((T+1)/2)$ if 'T' is odd $n = A$ or 3 whichever is higher | |

- 3.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction 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-Reverse Auction (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 have been shortlisted based on the criteria mentioned at Clause No. 3.2 of Section-V of RfS.
- 3.4 Shortlisted Bidders for e-RA will be able to login into the TCIL website of reverse auction 15 minutes before the start time of reverse auction.
- 3.4.1 During the 15 minutes prior to start of reverse auction process, the respective tariff of the Bidder shall be displayed on its window.
- 3.4.2 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 1 (One) Paisa less than its current tariff.
- 3.4.3 Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value 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.
- 3.4.4 During reverse auction, the Bidder shall not have the option of changing the total Project capacity while quoting tariff during reverse auction.
- 3.4.5 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 Project capacity for which the Bidder is qualified.
 - The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
- 3.4.6 The initial auction period will be of 01 (One) Hour with a provision of auto extension by 15 (fifteen) Minutes from the scheduled/ extended closing time if any Bidder beats the lowest (L1) price in the last fifteen minutes of auction period or the extended auction period. If no such valid bid is received during last 15 minutes of auction period or extended auction period, then the reverse auction process will get closed.

4 SELECTION OF SUCCESSFUL BIDDER

- 4.1 The Bidder quoting the lowest tariff after the e-RA for the said Project shall be selected as the Successful Bidder for the Project.
- 4.2 Not Used.

4.3 Not Used.

4.4 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:

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.

4.5 At the end of selection process, a Letter of Intent (LOI) will be issued to the successful Bidders for the Project. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

In all cases, SECI's decision regarding selection of Bidder through 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 AGENCY**

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.

2 **ROLE OF STATE TRANSMISSION UTILITY:**

It is envisaged that the State Transmission Company will provide transmission system to facilitate the evacuation of power from the Project 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.

3 **ROLE OF SOLAR PARK IMPLEMENTATION AGENCY (SPIA):**

The SPIA shall undertake the following activities to achieve the objectives of speedy establishment and implementation of Solar Park in the Host State.

- a. **Develop, plan, execute, implement, finance, operate and maintain the Solar Park.**
- b. Obtain statutory & non statutory clearances and to make area development plan within Solar Park.
- c. Frame out transparent project land allotment policy and specify procedures pursuant to the relevant State policies and their amendments thereof.
- d. Enter into Right to Use / Lease agreement and give possession of land within 3 months from the Effective Date of the PPA to the SPD for the entire period of the Project.
- e. Enter into Right to Use / Lease agreement and give possession of land within 3 months from the Effective Date of the PPA to the SPD for the entire period of the Project.
- f. Enter into an Implementation Support Agreement with SPDs for Land & associated infrastructure for development of the Project inside the Solar Park, Connectivity with the STU / CTU System.

While it will be the endeavor of the State Agencies /Central Agencies as described above to facilitate support in their respective area of working but nevertheless, SPD shall be overall responsible to complete all the activities related to Project Development at its own risk and cost.



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 (Format 7.11)
- xiii) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- xiv) Check List for Bank Guarantees (Annexure-B)
- xv) List of Banks (Annexure-C)
- xvi) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xvii) 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. dated for Selection of Solar Power Developer for Setting up of 70 MW Grid Connected Solar Power Project at Amguri Solar Park.

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 70 MW, including this response to RfS.

1. 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 Project shall be commissioned within 12 months from the Effective Date of PPA.

2. 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].

3. 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 LOI 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. Not Used.

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 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.

9. Not Used.
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 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.
- 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)

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 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 Rs. 10 Lakhs per MW of cumulative capacity proposed*], 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 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 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 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

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: _____

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 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. _____ for 'Selection of Solar Power Developer for setting up of 70 MW Grid-connected Solar Photo Voltaic Project at Amguri Solar Park, Assam' 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 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 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:

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

(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.datedfor Selection of Solar Power Developers for Setting up of 70 MW Grid Connected Solar Power Project at Amguri Solar Park, Assam

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 2016-17**.

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 2016-17**.
(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 2016-17**. (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. dated for Selection of Solar Power Developer for Setting up of 70 MW Grid Connected Solar Power Project at Amguri Solar Park, Assam.

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 LOI 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.

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. dated for Solar Power Developer for Setting up of 70 MW Grid Connected Solar Power Project at Amguri Solar Park, Assam.

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 **07 (Seven) months** of effective date of the PPA.

- 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) Copy of Agreement entered with SPIA for the Project in the name of the Solar Power Developer (SPD) and possession taken of land required for the Project.
 - ii) 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 Project)

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

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. dated for Selection of Solar Power Developer for
Setting up of 70 MW Grid-Connected Solar Power Project at Amguri Solar Park, Assam

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.

Notes:

1. *There can be only one tariff for the project. Otherwise, bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at TCIL 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

(To be submitted Separately for each Project)

Project Capacity:MW
Location:

| Sr. No. | Particulars | Estimated Cost (in Lakh INR) (in figures) | Estimated Cost (in Lakh INR) (in words) |
|---------|--|---|---|
| 1. | PV Modules | | |
| 2. | Land Cost | | |
| 3. | Civil and General Works | | |
| 4. | Mounting Structures | | |
| 5. | Power Conditioning Unit | | |
| 6. | Evacuation Cost up to Inter-connecting point (Cables and Transformers) | | |
| 7. | Preliminary and Pre-Operative Expenses including IDC and Contingency | | |
| 8. | Others (Please specify) | | |
| 9. | 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.



SECTION-VIII

SOLAR PARK

1.0 Solar Park Scheme

The provisions of Solar Park Scheme notified by the Ministry of New & Renewable Energy vide No.30/26/2014-15/NSM dated 12th December, 2014 as amended from time to time, would be applicable for the solar project to be set up in the Solar Park.

2.0 Solar Park Implementing Agency (SPIA)

The Solar PV Project to be selected by SECI under this RfS is to be developed inside the Solar Park which is developed by Solar Park Implementing Agency (SPIA).

2.1 Assam Power Generation Corporation Limited (APGCL) is the SPIA for this Solar Park. The SPD after issuance of LOI, will have to approach the SPIA to carry out execution of the SPIA agreement, allotment of land, timelines for availability, possession and connectivity for the projects/plots. The contact details of the concerned SPIA are as follows:

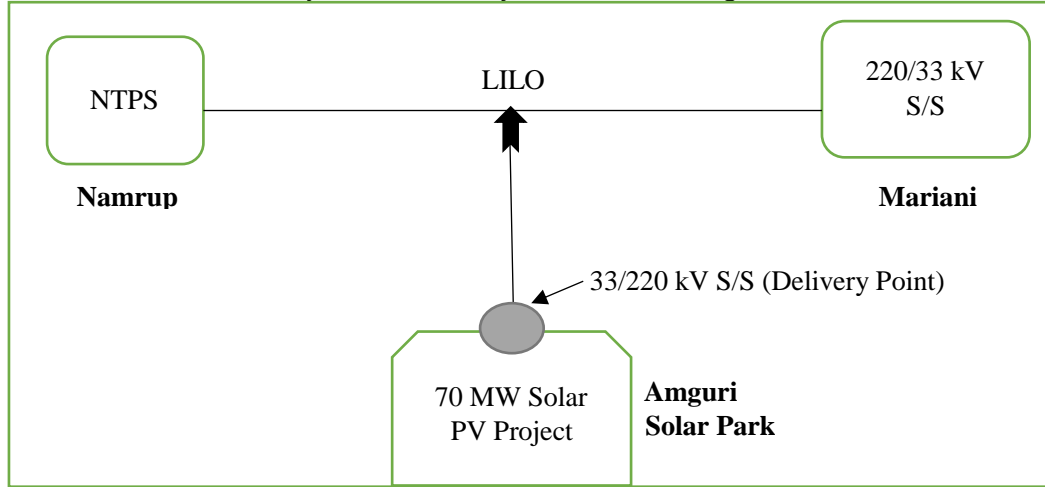
| | |
|--|---|
| Name and address of the SPIA | Assam Power Generation Corp. Ltd. Bijuli Bhawan, Guwahati Assam- 781 001 |
| Details of the Contact Person for the SPIA | Sh. Akshay Talukdar AGM(Design) Contact No.: +919435139416 Email: solarpark@apgcl.com , cgm-g@apgcl.com |
| Website of SPIA | www.apgcl.org |

3.0 : Location of the Solar Park

| | |
|--|---|
| Project Site / Name | Amguri Solar Park Dist.: Sivasagar State: Assam |
| Nearest Railway Station / Distance from site | Amguri/ approx.7 km |
| Nearest Airport / Distance from site | Jorhat/ approx. 50 km |

4.0 Connectivity in Solar Park

4.1 An overview of the Project connectivity scheme is brought out below for illustration:



- 4.2 The Project would be designed for interconnection with the Grid in accordance with the prevailing CERC/SERC regulations in this regard. 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).
- 4.3 Interconnection/Delivery/Metering Point for the Project shall be the 220 kV side of the 33/220 kV substation at the Solar Park periphery, connecting the Project to the 220 kV single circuit line between Namrup and Mariani as indicated above. Construction of the above 33/220 kV substation shall be in the scope of the SPD. The substation shall be constructed through 2X63 MVA transformers, in line with the specifications as approved by Assam Electricity Grid Corporation Ltd. (AEGCL). The 220 kV line is around 500 m from the identified site and the LILO arrangement shall be done between the tower nos. 330-336 of the line.
- 4.4 The LILO line from the Project to the Delivery Point shall be constructed by APGCL, which will be extended up to the plant boundary by constructing a gantry. The maintenance of transmission system up to the Inter-connection Point shall be the responsibility of APGCL. Connectivity for the Project shall be obtained by AEGCL.
- 4.5 The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting such as UI charges etc. shall be on the account of SPD.
- 4.6 Reactive power charges as per CERC/SERC regulations shall be payable by SPD as per provisions of PPA.
- 4.7 Metering arrangement of the Project shall have to be adhered to in line with relevant clause of PPA.

- 4.8 Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the SPD to the extent the delay is attributable to the SPD. In case of delay in connectivity to the Project on account of reasons attributable to the SPIA, provisions in Clause 8.4 of Section-II of the RfS will be applicable.

5.0 Allotment of plot in Solar Park

The Bidder quoting the lowest tariff upon conclusion of the e-RA shall be awarded the identified plot in the Park. It is hereby reiterated that the Park shall comprise a single Solar PV Project of 70 MW capacity, to be set up by a single SPD. Total area of the land available for the said Project is approx. 340 acres. APGCL shall clear the trees and bushes at the site and will also make a fence around the perimeter of the land identified.

6.0 Tentative Cost towards Solar Park:

The tentative cost payable by selected SPDs to the SPIA shall be uploaded shortly.

- i. The Bidders are advised to keep themselves updated from the SPIA for any changes in the Solar Park related costs.
- ii. The SPIA shall execute Implementation Support Agreement and Land Sub Lease Agreement with the selected SPD, subsequent to signing of the PPA with SECI. The formats of the above mentioned agreements with SPIA are uploaded on the TCIL website.

7.0 Additional Requirement for solar park:

- 7.1. If there is delay in land allotment or connectivity by SPIA, SECI can extend the time for financial closure and commissioning date by up to 3 months, without any financial implications to the SPD or SECI. For any extension beyond the period of 3 months, SECI will approach MNRE, who will be authorized to decide on further extension without any financial implication to SPD or SECI, with the approval of MNRE.
- 7.2. If the solar park is delayed due to reasons solely attributable to the SPIA, a penalty of Rs. 100/day/MW will be paid by SPIA to SECI.
- 7.4. SPD shall enter into an Implementation Support Agreement with SPIA / State Agency for Land & associated infrastructure for development of the Project inside

the Solar Park, Connectivity with the STU System and all clearances related thereto shall be the responsibility of the SPIA/State Agency / SPD.

- 7.5. For project inside solar park, the project developer is required to obtain necessary clearances as required for setting up the Solar PV Power Project.

Additional information related to Solar Park, if required, may be obtained from SPIA directly.

Further, Bidders in their own interest, are advised to visit and examine the Solar Park site as mentioned above where the Solar Power Project is to be developed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into PPA with SECI for supply of power. The costs of visiting the site shall be borne by the bidder itself. SECI will not assume any responsibility in this regard.

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 BIS standards.

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

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

2. POWER CONDITIONERS/ INVERTERS

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

| | |
|--------------------------------------|---|
| Efficiency Measurements | IEC 61683 |
| Environmental Testing | IEC 60068-2/ IEC 62093 |
| Electromagnetic Compatibility (EMC) | IEC 61000-6-2, IEC 61000-6-4 & othe relevant parts of IEC 61000 |
| Electrical Safety | IEC 62103/ 62109-1&2 |
| Protection against Islanding of Grid | IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards |
| 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. |
| Rated capacity | Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50° C shall be |

| | |
|--|--|
| | considered) in kW will be considered as inverter rated capacity. |
|--|--|

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):

- Name of the manufacturer of PV Module
- 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 | 70 MW | 70 MW | 70 MW | 70 MW |

**Rated capacity shall mean as mentioned in clause 2 above. In case the rated capacity is mentioned in kVA, the certificate from OEM declaring the power factor of the Inverter/PCU at 50° C has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.*

- 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 20 MW Project, 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.

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

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./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG | |
| 8. | Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant? | |
| 9. | Whether the BG has been issued by a Bank in line with the provisions of Bidding documents? | |
| 10. | In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents? | |

Annexure - 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 | 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. SocieteGenerale | 12. Dhanlaxmi Bank. Ltd |
| 10. Barclays Bank | 13. Jammu & Kashmir Bank Ltd |
| 11. Royal Bank of Scotland | 14. Karnataka Bank Ltd |
| 12. Bank of Nova Scotia | 15. Laxmi Vilas Bank Ltd |
| 13. Development Bank of 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 | |

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 decided to use the portal <https://www.tcil-india-electronicstender.com> through TCIL, a Government of India Undertaking. 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-ReverseAuction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
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 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 II or above, 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.tcil-india-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 TCIL/ 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 ETS Portal of TCIL <https://www.tcil-india-electronictender.com>. If the official copy of the documents is not downloaded from ETS Portal of TCIL 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 Center' 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.

| TCIL/ ETS Helpdesk | |
|--------------------|---|
| Telephone/ Mobile | Customer Support: +91-11-26241071, 26241072 Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792 |
| Email-ID | ets_support@tcil-india.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.

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 ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' 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 ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® 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 ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms™ and the ‘Main-Bid’, the contents of the ElectronicForms™ 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 the 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.tcil-india-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 II or above 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, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you 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-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie 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-ReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

Minimum Requirements at Bidder's End

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

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 TCIL.
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 LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
- f) LOI shall be placed outside the TCIL e-portal & further processing of the LOI 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.tcil-india-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 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time' | Yes |

| | | |
|-----|-----------------------------------|---|
| 3.1 | Pre-defined Time-Duration | 15 minutes |
| 3.2 | Automatic extension Time-Duration | 15 minutes |
| 3.3 | Maximum number of Auto-Extension | Unlimited Extension |
| 5. | 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.