



**Request for Selection (RfS)  
for**

**Selection of Solar PV Module Manufacturers for Setting  
up Manufacturing Capacities for High Efficiency Solar  
PV Modules in India under the Production Linked  
Incentive Scheme (Tranche-II)**

**RfS No. SECI/C&P/MI/00/0009/22-23 dated 18.11.2022**

**Tender Search Code on ISN-ETS: SECI-2022-TN000026**

***Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi – 110023  
Tel: 011 - 24666200, e-mail : contracts@seci.co.in***

## **DISCLAIMER**

- I. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
- III. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- IV. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 18.11.2022

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Selection of Solar PV Module Manufacturers (SMM) for Setting up Manufacturing Capacities for High Efficiency Solar PV Modules in India under the Production Linked Incentive Scheme (Tranche-II)				
<b>(B)</b>	<b>RfS NO. &amp; DATE</b>	SECI/C&P/MI/00/0009/22-23 dated 18.11.2022				
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input 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 type="text"/>	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	Yes					
<b>(D)</b>	<b>TYPE OF RfS/ TENDER</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	Yes	MANUAL	<input type="text"/>
E-TENDER	Yes					
MANUAL	<input type="text"/>					
<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	As mentioned in RfS Document				
<b>(F)</b>	<b>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Amount: INR 25,000/- (Indian Rupees Twenty-Five Thousand only) + applicable GST, for each Bidder, to be submitted through NEFT/ RTGS transfer in the account of SECI along with the response to RfS</p>	APPLICABLE	Yes	NOT APPLICABLE	<input type="text"/>
APPLICABLE	Yes					
NOT APPLICABLE	<input type="text"/>					
<b>(G)</b>	<b>BID PROCESSING FEE</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Rs. 15,00,000/- (Indian Rupees Fifteen Lakh only) +applicable GST, for each Bidder, to be submitted through</p>	APPLICABLE	Yes	NOT APPLICABLE	<input type="text"/>
APPLICABLE	Yes					
NOT APPLICABLE	<input type="text"/>					

		NEFT/RTGS transfer in the account of SECI, along with the response to RfS.				
(H)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/> Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table> <p>Applicable amount as per Clause 14 to be submitted in the form of Bank Guarantee/ Payment on Order Instrument along with the response to RfS</p>	APPLICABLE	<input type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(I)	<b>PERFORMANCE BANK GUARANTEE</b>	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/> Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(J)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	Scheduled as per NIT on ISN-ETS portal and/or SECI website.				
(K)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	As per NIT on ISN-ETS portal				
(L)	<b>ENVELOPE-1 BID OPENING</b>	As per NIT on ISN-ETS portal				
(M)	<b>e-REVERSE AUCTION (e-RA)</b>	Not Applicable.				
(N)	<b>CONTACT DETAILS OF ISN-ETS PORTAL</b>	<p>M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b>  Gurugram  Contact Person: ISN-ETS Support Team  Customer Support: +91-124-4229071,4229072  (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays)  Email: support@isn-ets.com</p>				
(O)	<b>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)</b>	<p>Sh. Ajay Kumar Sinha  Additional General Manager (Contracts &amp; Procurement)  Solar Energy Corporation of India Limited  6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023  Contact No. : 011 24666200  Email : <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></p>				

(P)	<b>DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED</b>	1) Sh. Pratik Prasun Senior Manager (C&P) Contact No.: 011-24666237 <a href="mailto:pratikpr@seci.co.in">pratikpr@seci.co.in</a> 2) Sh. Jayansh Gaur Senior Engineer (C&P) Contact No.: 011-24666281 <a href="mailto:jayansh.gaur@seci.co.in">jayansh.gaur@seci.co.in</a>
-----	--	--

- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 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) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website ([www.seci.co.in](http://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.
- Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

**Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and [www.seci.co.in](http://www.seci.co.in). 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](http://www.seci.co.in) and the details will be available only from <https://www.bharat-electronictender.com>.**

## **SECTION 1. INTRODUCTION & INVITATION FOR BIDS**

### ***1 Background & Introduction***

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 The Union Cabinet approved the Production Linked Incentive (PLI) Scheme for National Programme on High Efficiency Solar PV Modules, for achieving manufacturing capacity of Giga Watt (GW) scale in High Efficiency Solar PV Modules on 07.04.2021. Subsequent to the successful conclusion of Tranche-I of the PLI Scheme with a total outlay of Rs. 4,500 Crore, to establish a larger manufacturing base for Solar PV modules, an additional allocation of Rs. 19,500 Crores (Tranche-II) for PLI for manufacture of high efficiency modules, with priority to fully integrated manufacturing units from polysilicon to solar PV modules, was announced in the Budget 2022-23.
- 1.3 Subsequent to the above, MNRE has issued “Scheme Guidelines for Implementation of the Production Linked Incentive Scheme (Tranche II) under ‘National Programme on High Efficiency Solar PV Modules’ for achieving manufacturing capacity of Giga Watt (GW) scale in High Efficiency Solar PV modules” vide F.No. 283/62/2020-GRID SOLAR dated 30.09.2022. SECI has been appointed as implementing agency for this Scheme. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications issued thereof, until the last date of bid submission of this RfS.
- 1.4 As part of the above scheme, SECI invites online bids for ‘Selection of Solar PV Module Manufacturers (SMM) for Setting up Manufacturing Capacities for High Efficiency Solar PV Modules in India’ under the Production Linked Incentive (PLI) Scheme (Tranche-II). Selection of beneficiaries shall be done in a transparent manner as per the criteria laid down in the Guidelines and RfS.
- 1.5 Bidder setting up any solar PV technology-based production facilities will be eligible for applying for the incentive assistance under this scheme if it qualifies for the Qualification Requirements set forth in Section-4, provided the manufacturing capacities it sets up achieves the minimum level of integration of cells and modules, the minimum manufacturing capacity requirements and the minimum threshold module performance parameters of module efficiency and module’s temperature coefficient of  $P_{max}$ , as per the scheme Guidelines.

## 2 Invitation for Bids

- 2.1 A Single Stage, Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Document. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SECI and the Bidder/SMM shall be governed by the RfS Documents.
- 2.2 SECI has issued this document in the capacity of Implementing Agency as mentioned in the Guidelines. As per the Guidelines, SECI may develop a suitable monitoring mechanism, to analyze the performance of the manufacturing unit and carry out random checks, with help of National Institute of Solar Energy (NISE) or any other agency designated by MNRE/SECI, for validation of commencement of commercial operation of manufacturing unit, measurement of performance parameters as listed out in the RfS, compliance of quality standards during the course of implementation of the scheme etc.
- 2.3 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited 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 Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI 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 the Bidding Documents.

- 2.4 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 2.5 Bidder shall submit bid proposal along with non-refundable RfS Document Fee, Bid Processing Fees and Earnest Money Deposit (EMD), complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed RfS Document Fee, Bid Processing Fees and EMD will be rejected, with certain exceptions as provided in the RfS. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

- 2.6 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.7 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## 2.8 INTERPRETATIONS

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 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.
- 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.

## SECTION 2. SPECIAL CONDITIONS OF CONTRACT

### 3 *Scope of Work*

- 3.1 Under this RfS, the SMM shall be required to set up manufacturing capacities in Giga Watt (GW) scale for high efficiency Solar PV modules, with the primary objective to promote manufacturing of high efficiency solar PV modules in India and thus reduce dependence in the area of Renewable Energy, as per the provisions of the RfS.
- 3.2 With the objective to promote setting up of integrated plants for better quality control and competitiveness, the Bidder shall commit minimum integration across solar cells and modules. Based upon the extent of integration proposed, the Bidder can opt for bidding for any one of the following three baskets:

Basket No.	Code	Description
1	P+W+C+M	<b>Stage-1:</b> Manufacturing of Polysilicon + <b>Stage-2:</b> Manufacturing of Ingots-Wafers + <b>Stage-3:</b> Manufacturing of Solar Cells + <b>Stage-4:</b> Manufacturing of Modules or Fully integrated manufacturing of Thin Film plant or Fully integrated plant of any other technology
2	W+C+M	<b>Stage-2:</b> Manufacturing of Ingots-Wafers + <b>Stage-3:</b> Manufacturing of Solar Cells + <b>Stage-4:</b> Manufacturing of Modules or similar level of integration of any other technology
3	C+M	<b>Stage-3:</b> Manufacturing of Solar Cells + <b>Stage-4:</b> Manufacturing of Modules or similar level of integration of any other technology

- 3.3 Another objective of the Scheme is to encourage **Sustainable Manufacturing** practices and adoption of circular economy approaches. Detailed provisions regarding sustainable manufacturing are provided in Clause 8.7 of the RfS.

### 4 *Total capacity offered*

- 4.1 The capacities will be allocated in separate categories based on the fund (PLI) allocation for each category. The total allocation of fund for each category is as follows:

Basket No.	Code	Fund Allocation (in Rs. Crores)
1	P+W+C+M	12,000
2	W+C+M	4,500
3	C+M	3,000

## 5 *Maximum Eligibility for Manufacturing Capacity Allocation to a Bidder*

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

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid undertaking to set up a Manufacturing facility of **minimum 1,000 MW capacity** (1,000 MW each for all individual stages included in the SMM's proposal). For eg., in case a bidder quotes 1000 MW capacity under the RfS for P+W+C+M category, the committed manufacturing capacities in each Stage, to be eligible for grant of PLI, shall be as follows:

Stage-1: 1000 MW

Stage-2: 1000 MW

Stage-3: 1000 MW

Stage-4: 1000 MW

The above criteria of Stage-wise break-up of manufacturing capacity will not be applicable for Bidders committing to set up a Fully integrated manufacturing of Thin Film plant or a fully integrated plant of any other technology.

- 5.2 The maximum capacity that can be bid for, i.e., the manufacturing capacity that a bidder will set up under this RfS, will be **10 GW for P+W+C+M** and **6 GW each for W+C+M and C+M categories**. However, the maximum capacity that will be awarded to a single bidder under the PLI scheme, i.e. the maximum capacity which will be eligible for grant of PLI, will be 50% of the capacity to be set up by the Bidder. This awarded maximum bid capacity will include any capacity awarded as per LoA issued by M/s IREDA under Tranche-I of the PLI Scheme for High Efficiency Solar PV Modules.

For eg., if a Bidder was earlier issued LoA(s) in P+W+C+M category, with 'manufacturing capacity to be installed' as 4 GW and 'eligible capacity (for claiming PLI)' as 2 GW, it can bid for a maximum 6 GW (10-4) in this RfS and if it bids for his maximum possible (6 GW) in this RfS and is successful in this RfS, it will have to set up new 6 GW manufacturing capacity, in addition to the 4 GW capacity that it has to set up as per the LoA issued in respect of the earlier bid, i.e., Tranche-I. However, it would be eligible for a PLI against a manufacturing capacity of 50%, i.e., 2 GW from earlier Tranche-I LoA and 3 GW from LoA(s) awarded under this RfS.

- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for allocation of Solar PV Manufacturing Projects is elaborated in Section-5 of the RfS.
- 5.4 Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid. In case of Joint Venture Company/ Consortium, a partner/ company will be allowed to tie up the manufacturing capacity (of any stage) with another partner/company for one bid only.

## 6 Performance Criteria

### 6.1 Minimum Values of Module Performance and Local Value Addition (LVA)

SMMs will have to fulfill certain minimum values of module performance (combination of module efficiency and module's temperature co-efficient of  $P_{max}$ ) and Local Value Addition (LVA) for being eligible for PLI, as follows:

Parameter & integration category		Minimum values required for 1 <sup>st</sup> year after commissioning	Minimum values required for 2 <sup>nd</sup> year after commissioning	Minimum values required for 3 <sup>rd</sup> year after commissioning	Minimum values required for 4 <sup>th</sup> year after commissioning	Minimum values required for 5 <sup>th</sup> year after commissioning
Module Efficiency* & Module's temperature co-efficient of $P_{max}$	P+W+C+M	Minimum module efficiency of 21.00% with temperature coefficient of $P_{max}$ equal to or better than -0.40% per degree Celsius OR Minimum module efficiency of 20.50% with temperature coefficient of $P_{max}$ better than -0.30% per degree Celsius				
	W+C+M					
	C+M					
Local Value Addition (LVA)	P+W+C+M	75%	78%	82%	86%	90%
	W+C+M	60%	65%	70%	75%	85%
	C+M	50%	55%	60%	65%	75%

*\*Under Standard Test Conditions (STC), i.e. Irradiance 1000 W/m<sup>2</sup>, cell temperature 25°C, air mass (AM)= 1.5;*

6.2 At the time of submission of response to RfS, as part of the second envelope, the Bidders will be required to submit the following details in the Performance Parameters Matrix (PPM) as per Format 7.10:

- a. Extent of Integration
- b. Manufacturing Capacity proposed to be set up (in GW)
- c. Year-wise percentage of Local Value Addition (LVA)
- d. Year-wise performance parameters of manufactured modules (module efficiency and module's temperature co-efficient of  $P_{max}$ ).

The Bidder shall also be required to declare the plan for local value addition, and the estimated employment generation and exports during the tenure of the Scheme, in the Performance Parameter Matrix at the time of bid submission.

6.3 **Shortfall in demonstrating Performance Criteria:** In case for any given year, the Manufacturer falls short on quoted level of module performance and/or quoted level of LVA, the procedure for calculation of penalties shall be as detailed below.

Applicable penalty will be the higher of:

- Penalty on account of efficiency default alone; and
- Penalty on LVA default alone,

wherein the penalty on account of default on efficiency alone will be calculated as the difference of:

- PLI calculated using actual achieved levels of efficiency, temperature coefficient & LVA, but excluding applicable penalties; and
- PLI calculated using actual achieved levels of efficiency, temperature coefficient & LVA, but including applicable penalty on account of efficiency alone;

and the penalty on account of default on LVA alone will be calculated as the difference of:

- PLI calculated using actual achieved levels of efficiency, temperature coefficient & LVA, but excluding applicable penalties; and
- PLI calculated using actual achieved levels of efficiency, temperature coefficient & LVA, but including applicable penalty on account of LVA alone;

(i) **Calculation of Penalties on account of default on quoted level of efficiency alone:**

a. The total sales (in MW) in a given year, for which the selected bidder/SMM has submitted claims for PLI for that given year, will be divided into following three groups:

**Group-1:** Sales (in MW) which have module efficiency equal to or better than that quoted by the selected bidders/SMM for the given year.

**Group-2:** Sales (in MW) which have module efficiency lower than that quoted by the selected bidder/SMM for the given year but equal to or higher than the value of module efficiency (say 'X%') which is 0.5 percentage point lower than the value of module efficiency quoted by the selected bidder/SMM for the given year, subject to the 'X%' being higher than the minimum efficiency level prescribed in Clause 6.1 of this RfS.

**Group-3:** Sales (in MW) which have module efficiency lower than 'X%' but equal to or higher than the minimum efficiency levels prescribed in Clause 6.1 of this RfS.

- b. The penal provisions for default in quoted levels of module efficiency have been further clarified as follows:

	Applicable penalty on account of efficiency default (in %)	
	Year 1	Year 2/3/4/5
<b>Sales falling in Group-1</b>	<b>Nil penalty</b> , subject to <b>min. 75%</b> of sales for which PLI is claimed falling in Group-1, failing which no PLI shall be admissible for Year-1	<b>Nil penalty</b> , subject to <b>min. 90%</b> of sales for which PLI is claimed falling in Group-1, failing which no PLI shall be admissible for Year-2/3/4/5
<b>Sales falling in Group-2</b>	25% penalty	No PLI shall be admissible for sales falling in Group-2
<b>Sales falling in Group-3</b>	No PLI shall be admissible for sales falling in Group-3	

Eg. If bidder had quoted efficiency of 23% in the first year and achieves 22.6% efficiency for first year, 25% penalty will be applicable for first year and if it achieves 22.6% in the subsequent years, no PLI shall be admissible for those years.

(ii) **Calculation of Penalties on account of default on quoted level of LVA%, alone:**

	Achieved LVA level	Applicable penalty on account of LVA default (in %)	
		Year 1	Year 2/3/4/5
Sales for which PLI is claimed	Equal to or higher than quoted LVA	No penalty	No penalty
	Lower than quoted but equal to or higher than (quoted LVA% minus 3% points), subject to achieved level being equal to or higher than min. prescribed LVA	25% penalty on max permissible default of 3% & pro-rata for smaller defaults	No PLI shall be admissible for Year-2/3/4/5
	Lower than (quoted LVA% minus 3% points) / Lower than min. prescribed LVA	No PLI shall be admissible for Year-1	No PLI shall be admissible for Year-2/3/4/5

Eg. If bidder had quoted 95% LVA for first year and achieves 92% LVA for first year, 25% penalty will be applicable. However, if bidder had quoted 95% LVA for first year and achieves, 94% LVA for first year,  $25 \times (1/3) = 8.33\%$  penalty will be applicable.

## 7 *Construction Plan Monitoring*

- 7.1 Bidders are required to submit the following documents with their response, as part of response to RfS:
- Construction Plan
  - Clearances/ approvals required from various Government departments/ Local Bodies
  - Timelines/ PERT chart of major construction activities
  - Timelines for applying for/obtaining various clearances/ approvals.
- 7.2 SMM shall be required to submit the Quarterly Progress Report to SECI containing the Project progress updates with respect to above parameters as part of its response to RfS, along with reasons for delay, if any.
- 7.3 MNRE/SECI and/or its authorized agency will have the right to carry physical inspection of SMM's Manufacturing Facilities and offices. SECI reserves the right to appoint Independent Engineer/ Firm for monitoring of the construction activity. SMMs are required to apply to MNRE for being empanelled under the "Approved List of Models and Manufacturers" (ALMM) as per "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019" of MNRE.
- 7.4 The construction period for commissioning of the Manufacturing Facility will start from the date of issuance of LoA by SECI. Timelines of the commissioning will be as per the timelines for the corresponding extent of integration as per Clause 9.

## 8 *Characteristics of the Manufacturing Facility*

### 8.1 **Greenfield and Brownfield Projects:**

- The Bidders are required to setup either Greenfield or Brownfield Manufacturing Facility for the entire capacity quoted. Greenfield Solar PV module manufacturing will involve installation of new plant, machinery and equipment. Such Greenfield units must be established in physically segregated premises from any existing manufacturing units.
- If a Bidder who was issued LoA by M/s IREDA under the Tranche-I tender, is awarded additional capacity under this RfS, the new capacity established will be considered as Greenfield, even if it shares common facilities/ infrastructure built for the capacity under PLI Tranche-I.
- Brownfield Manufacturing Facilities will involve expansion of existing Manufacturing Facilities with addition of new production lines within existing physical infrastructure and will also be allowed to participate. PLI receivable for such Brownfield Projects will be 50% of the PLI receivable for Greenfield Projects.
- Based on this, the Bidders are required to submit the classification of their proposed Project as Greenfield or Brownfield in the Format 7.1. In case of the Bidder declaring

the Project as a Brownfield facility, details of the existing Manufacturing Facility shall be provided as annexure to Format 7.1. In case of Brownfield Projects, the Bidder shall also submit a certificate from a Chartered Engineer, certifying the existing manufacturing capacity of the Project, as on the bid submission deadline, including the manufacturing capacity of each of the individual stage of integration, as per the Basket chosen by the Bidder. The certificate shall specifically indicate the production record of such facility, and the maximum capacity produced by each level of integration as on the bid submission deadline.

e. Decision of MNRE/SECI/any agency designated by SECI/MNRE with respect to classification of a Manufacturing Facility as Greenfield or Brownfield shall be final and binding on all parties.

8.2 SECI reserves the right to visit the Manufacturing Facility(ies) of the SMM at any point of time after issuance of LoA, for verification of manufacturing capacity and nature of the Facility (Greenfield/Brownfield), as proposed by the Bidder. Such visit may also be conducted by NISE or any other authorized agency on behalf of SECI/MNRE.

8.3 In cases of re-designation of a Greenfield Project to a Brownfield Project and vice versa, as decided in line with Cl. 8.1.e. above, the PLI applicable for the Project shall be modified by SECI, as per the provisions of Clause 8.1. In case of an erstwhile “Brownfield” Project being subsequently labelled as a “Greenfield” one, the PLI amount originally awarded shall remain unchanged.

#### 8.4 **Sustainable Manufacturing**

a. To fulfil the objective to encourage sustainable manufacturing practices and adoption of circular economy approaches, SMMs will be required to set up facilities for recovery and recycling of solar waste. SMMs will be encouraged to adopt circular economy principles in their manufacturing and supply chains.

b. Further, considering India’s International commitments, particularly to achieve about 50% cumulative electric power installed capacity from non-fossil fuel-based energy resources by 2030, the scheme would encourage use of renewable energy in the manufacturing facilities set up under this scheme. The Successful Bidders will ensure that at least 20% of the electricity consumption for the solar PV manufacturing plant will be sourced from renewable energy sources. Different modalities for compliance of this requirement will be permitted.

## 9 Commissioning of Solar PV Manufacturing Facilities

- 9.1 The Solar PV Manufacturing Facilities set up under this RfS shall be allowed the following timelines for commissioning of full manufacturing capacity, which are to be referred to as Scheduled Commissioning Dates (SCDs):

Level of Integration	Maximum Time allowed for commissioning (SCD)
P+W+C+M	Within 3 years from the date of the Letter of Award
W+C+M	Within 2 years from the date of the Letter of Award
C+M	Within 1.5 years from the date of the Letter of Award

The maximum timelines applicable for an SMM opting for thin film manufacturing facility or any other fully integrated technology for manufacturing, will be governed by the respective Basket which the SMM falls in, in line with Clause 3.2 of the RfS.

- 9.2 A detailed commissioning procedure will be provided in due course. The SMM will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning of the Project so that SECI/NISE may plan for site inspection or any other activity to be planned for confirmation/ validation of the commissioning.
- 9.3 An inspection team comprising members from SECI and/or NISE will visit the Manufacturing Facility at the time of commissioning or immediately after its commissioning to verify the extent of integration, manufacturing capacity of each stage, efficiency and temperature co-efficient of modules, as promised at the time of bid submission. If required, MNRE/SECI may also designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs, etc. for such verification. The SMM will be required to provide information/documents to the satisfaction of SECI/MNRE or any of their authorized representative to the extent of their satisfaction, as necessary for verification of claims of the SMM.
- 9.4 It may be noted that part-commissioning of the Manufacturing Facility is not allowed. The commissioning team of SECI/NISE will visit the Manufacturing Facility only after intimation of commissioning of the entire awarded manufacturing capacity. Subsequent to the site visit, in case it is concluded that the full capacity has not been commissioned, the said capacity will be not eligible for any PLI disbursement, in line with the RfS provisions.
- 9.5 **Penalty for delay beyond SCD:** The “manufacturing capacity” to be commissioned within the above deadline, here refers to the bid capacity, on which LoA has been awarded. In case the SMM fails to implement the promised “Extent of Integration” and/or the “Manufacturing Capacity” submitted as part of its response to RfS, within SCD, PBG commensurate to the manufacturing commitments not fulfilled by the SMM will be encashed and the balance amount will be eligible for release to the SMM. For example, in case of a Project of 2500 MW capacity, if commissioning of 500 MW is delayed by beyond the SCD, then the liquidated damages shall be: PBG amount X (500/2500). For the purpose of calculation of manufacturing capacity that has been set up by the SCD, the least capacity of all the applicable stages (Stage-I, Stage-II, Stage-III and Stage-IV, as applicable based on Extent of Integration) shall be considered.

9.6 In addition to levy of penalty as above, delay in commissioning shall also attract reduction of the PLI period from the maximum timeline as detailed in Clause 11 of the RfS.

## ***10 Eligibility of benefits under M-SIPS/SPECS/Manufacturing-linked tenders***

10.1 Manufacturing units which have availed any benefit under the MNRE's/SECI's tender(s) for Solar Power Purchase Agreements linked to PV manufacturing, issued vide RfS No. SECI/C&P/RfS/2GWMANUFACTURING/P-3/R1/062019 dated 25.06.2019, including subsequent amendments and clarifications thereof, or SIPS/ M-SIPS/ SPECS schemes of Ministry of Electronics & Information Technology (MEITY), will not be eligible for such benefits under this RfS.

10.2 However, any benefit under SIPS/ M-SIPS/ SPECS/ Manufacturing Linked Tender (RfS No. SECI/C&P/RfS/2GWMANUFACTURING/P-3/R1/062019 dated 25.06.2019) can be availed by the Manufacturers for the difference of offered bid capacity and double the PLI awarded capacity. For example, for a bid of capacity Y, if a Manufacturer is awarded PLI capacity of X, then it may avail any benefit under SIPS/ M-SIPS/ SPECS/ Manufacturing Linked Tender, for capacity in excess of double the PLI awarded capacity, i.e., Y-2X. The Bidder shall submit an undertaking in this regard as per Format 7.7.

10.3 Goods, equipment and services for which contracts have been concluded by the technically qualified bidders in the earlier PLI bid, after 11.11.2021 (the date of issuance of Letters of Award under Tranche-I), will be eligible for counting towards calculating benefits under the PLI Scheme Tranche-II. For any other case to be considered eligible for PLI disbursement under this RfS, the contract for capital equipment/ services, etc. should be concluded after the issuance of Letter of Award under this RfS.

## ***11 Disbursement of PLI***

11.1 The Manufacturing Facilities awarded under this RfS will be eligible for getting PLI on annual basis on sales of high efficiency solar PV modules for 5 years from SCD or the actual commissioning date of the manufacturing unit (COD), whichever is earlier. Consequently, in case of delayed commissioning, the PLI period will reduce from 5 years by the period of the delay in commissioning.

11.2 **Manufacturing Facility inspection prior to PLI disbursement:** For each of the years in which the SMM is eligible for disbursement of PLI ("PLI years"), the assessment of the SMM's claims for eligibility of PLI will be carried out as follows:

- a. For verification of Module efficiency and temperature coefficient, there will be maximum 4 quarterly visits carried out at the Manufacturing Facility, in a PLI Year. Samples will be chosen by the inspection team during each visit, and testing of the same shall be conducted at the testing facility of NISE. For measurement of temperature coefficient, any one of the 4 quarters will be chosen for sample testing, and the results obtained on the batch being sampled, will be applicable for the total production considered for PLI disbursement for the complete year.

- b. In this case, the above site visit will take place within the last 2 weeks of the end of the corresponding quarter. While the cost of site visit for each inspection will be borne by SECI, transportation of chosen samples to and from the testing facility (in Gurgaon, Haryana), will be the responsibility of the SMM, at its own risk and cost. The methodology of sampling and testing procedure will be issued in due course.
- c. Verification of Local Value Addition (LVA) will be carried out on an annual basis. For the purpose of determination of LVA, weighted average LVA for the complete sales in a given year shall be certified by Statutory Auditor. The percentage of Local Value Addition will be calculated as follows:

[(Sale value of Module as per GST invoice excluding net domestic indirect taxes) – (Value of direct and indirect imported materials and services (including all Customs Duty) as per Bill of Entry filed in Customs, used in manufacturing of module)] / [Sale value of Module as per GST invoice excluding net domestic indirect taxes] x 100%.

It is clarified that indirect import of raw material by the SMM to be used in the Manufacturing Facility will not be counted as part of Local Value Addition under the RfS.

- 11.3 The SMM shall be required to give a self-declaration and a Statutory Auditor’s certificate in support of meeting the above required parameters, as part of its submission of claim for PLI for each year.
- 11.4 The manufacturers will be required to provide documents in support of the PLI claimed for a particular year based on
- (a) Sales (watt) of modules;
  - (b) Percentage of Local Value Addition; and
  - (c) PLI rate (as per the position in Performance Matrix as per Clause 34.2.b).

Documents for ascertaining the above will be specified in due course. MNRE will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of manufacturers in respect of module efficiency and temperature coefficient.

- 11.5 In case an SMM fails to meet the Extent of Integration or Manufacturing Capacity committed, it will not get any PLI till it overcomes these deficiencies.

If the SMM achieves the promised levels subsequently, it will be eligible for PLI from the next month following the month in which it achieved the promised levels of integration and capacity. However, in such cases, the SMM will not be able to get PLI for full 5 years since 5 years PLI is counted from the scheduled date of commissioning or the actual date of commissioning, whichever is earlier.

- 11.6 An illustration to this effect is brought out as follows:

- Assuming the date of LoA as **20.01.2023**. Accordingly, SCD of the Project under P+W+C+M Basket becomes **20.01.2026**.

- Assuming the COD, or the actual Project commissioning date is **31.05.2026**. Based on the above, the PLI disbursement schedule is brought out as follows:

PLI year		Scheduled PLI disbursement as per LoA
PLI-1	01.06.2026 to 20.01.2027	20.01.2027
PLI-2	20.01.2027 to 20.01.2028	20.01.2028
PLI-3	20.01.2028 to 20.01.2029	20.01.2029
PLI-4	20.01.2029 to 20.01.2030	20.01.2030
PLI-5	20.01.2030 to 20.01.2031	20.01.2031

- 11.7 In case, the modules manufactured by the SMM do not meet the minimum parameters as per the table for trajectories of minimum module performance and minimum LVA at Clause 6.1, then the SMM will not get any PLI in respect of such modules.
- 11.8 **Sales eligible for PLI disbursement:** Pursuant to Clause 34.2.e, the sales in any given year are sales minus sales returns. SMM shall be required to submit Statutory Auditor's certificate in support of this claim.
- 11.9 Release/encashment of the PBG will mark the termination of the scheme period, with no further claims regarding PLI disbursement to be entertained by SECI/MNRE.

## SECTION 3. STANDARD CONDITIONS OF CONTRACT

### 12 *Obtaining RfS Documents*

Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - A). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

### 13 *Cost of Documents and Bid Processing Fees*

Prospective Bidders are required to submit their proposals in response to this RfS document along with a non-refundable cost of RfS document and processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SECI are available at SECI's website, [www.seci.co.in](http://www.seci.co.in), under the "Financials" tab.

**Bids submitted without Cost of RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.**

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Joint Venture/Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Joint Venture/Consortium shall be registered as MSME.

### 14 *Earnest Money Deposit (EMD)*

14.1 Earnest Money Deposit (EMD) as per the values in the table below, in the form of Bank Guarantee according to Format 7.3A and valid for a period upto 15 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected.

Basket	Extent of Integration	Rs. Crore/GW of Manufacturing capacity
1	P+W+C+M	9.00
2	W+C+M	6.00
3	C+M	4.00

The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium/JV. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

- 14.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable, provided the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 14.3 SECI has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

14.4 **Forfeiture of EMD:**

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

- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. If after issuance of LoA, it is found that the documents furnished by the Bidders as part of response to RfS are misleading or misrepresented in any way;
- c. If the Successful Bidder refuses to submit the requisite documents or fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 15 of the RfS;
- d. If the selected bidder does not meet the eligibility criteria upon submission of documents;

- 14.5 **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD

would be liable to be encashed by SECI within the provisions of RfS. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 14.1 above, for the amount and validity period as per those Clause 14.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

## **15 Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)**

15.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee as per the Manufacturing Capacity allocated to them as per the values given in the table below within 15 days of issuance of Notification of Award (NoA) by SECI:

<b>Basket</b>	<b>Extent of Integration</b>	<b>Rs. Crore/GW of the Awarded Manufacturing Capacity</b>	<b>Validity of PBG</b>
1	P+W+C+M	<b>13.00</b>	<b>9 years from LoA</b>
2	W+C+M	<b>9.00</b>	<b>8 years from LoA</b>
3	C+M	<b>6.00</b>	<b>7.5 years from LoA</b>

It may be noted that successful Bidders shall submit the PBG according to the Format 7.3C with a validity period up to (& including) the date indicated in the table above.

In case the Successful Bidder/SMM is unable to get the PBG with initial validity of 9/8/7.5 years, it can submit the PBG with initial validity period of 36 (thirty-six) months. However, the validity of the PBG will be required to be extended for further period, as applicable, prior to 90 days from expiry of the existing validity.

In case of non-submission of PBG within the above deadline, the Bank Guarantee against EMD submitted by the Bidder will be encashed, NoA issued will be cancelled by SECI and the awarded capacity shall stand terminated.

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.

Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS.

15.2 Note: The PBGs are required to be submitted in the name of the entity in whose name the LoA is being issued. In case of the Project being implemented by a Special Purpose Vehicle (SPV) incorporated by the Successful Bidder, the PBG may be submitted in the name of the Successful Bidder at an earlier date, if the bidder chooses to do so, and the same shall be subsequently replaced by the PBG issued in the name of the SPV.

15.3 The Successful Bidder shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or

State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 30.1.ii of the RfS.

- 15.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (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 LoA will not be issued by SECI.
- 15.5 SECI has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.
- 15.6 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.
- 15.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SMMs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.
- 15.8 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 15.9 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the issuance of LoAs to the Successful Bidders.
- 15.10 The PBGs of SMMs shall be returned to them, immediately after successful commissioning of their Project in line with the commissioning procedure as per the RfS after taking into account any liquidated damages/penalties due to delays in commissioning/non-achievement of manufacturing commitments as per Clause 9 of the RfS.
- 15.11 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the successful Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 15.1 above, for the amount and validity period as per those Clause

15.1 above. In case the successful Bidder chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 15.1 above, will be applicable in this case too.

The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.

## 16 *Success Fees*

The Successful Bidder shall pay to SECI, the Success Fees as per the table below, towards administrative overheads, expenses against performance testing, verification and reconciliation of disbursement claims, pre-commissioning and commissioning expense, coordination with other agencies such as NISE, NABL etc., corresponding to the Manufacturing Capacity awarded through LoA.

<b>Basket</b>	<b>Extent of Integration</b>	<b>Success Fees (INR/GW of the Awarded Manufacturing Capacity)</b>
1	P+W+C+M	Rs. 80,00,000 (Indian Rupees Eighty Lakhs only) + Applicable GST
2	W+C+M	Rs. 40,00,000 (Indian Rupees Forty Lakhs only) + Applicable GST
3	C+M	Rs. 25,00,000 (Indian Rupees Twenty-Five Lakhs only) + Applicable GST

The payment has to be made by the SMM in the form of DD/ Pay Order/ NEFT/ RTGS along with submission of PBG. In case the Successful Bidder submits the PBG, but fails to submit the Success Fee as above, the amount corresponding to Success Fee shall be encashed from the EMD submitted by the Bidder, and balance amount will be returned by SECI upon successful verification of PBG.

## 17 *Not Used*

## 18 *Integrity Pact (IP)*

In respect of this RfS, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the SMM, as per Format 7.9. The names of Independent External Monitor(s) (IEMs) who have been appointed by SECI, in terms of Integrity Pact (IP) which will form a part of the SECI’s Contracts are:

- a) Dr. Varesh Sinha, IAS (Retd.), E Mail Id: vareshsinha@gmail.com
- b) Shri Bimal Julka, IAS (Retd.), E Mail Id: bimaljulka1955@gmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this RfS. The SMM, in case of any dispute(s)/complaint(s) pertaining to this project

may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,  
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-  
110023, India

Kind Attn.: AGM (C& P)

Telephone No.: - 0091-(0)11-71989220

Fax No.: - 0091-(0)11-71989243

E-mail: - [contracts@seci.co.in](mailto:contracts@seci.co.in)

The IEM has the right to access without restriction to all Project documentations of the SECI including that provided by the Contractor/Manufacturer. The Contractor /SMM will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV Partners/ Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

(i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.

(ii) Head of concerned Department: For issues pertaining to other departments.

### ***19 Minimum Paid Up Share Capital to be Held by Project Promoter***

19.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SMM shall submit its controlling shareholding again, to SECI. The Bidder shall declare the above information regarding its Promoter(s) as per Format 7.8 of the RfS.

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

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

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of issuance of LoA), insolvent, insane of existing shareholders.
- iv. Transfer of shares within the members of Immediate Promoter Group only.
- v. Transfer of shares to IEPF.
- vi. Issue of Bonus Shares.

19.3 In case of the selected Bidder itself executing the Project, 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), from the date of issuance of LoA until commissioning of the Manufacturing Facility. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 19.4 In case of companies having multiple promoters (but none of the shareholders having more than 51% 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 from the date of issuance of LoA until commissioning of the Manufacturing Facility.
- 19.5 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that Controlling shareholding of the SPV/ Project Company, shall not fall below 51% at any time prior to commissioning of the Manufacturing Facility. In the event the selected Bidder is a consortium, then the combined Controlling shareholding of the consortium members in the SPV/ Project Company, shall not fall below 51% at any time prior to commissioning of the Manufacturing facility. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 19.6 Any change in the shareholding after commissioning of the Manufacturing facility can be undertaken through approval of MNRE.
- 19.7 A Successful Bidder/SMM including its Affiliates shall not be allowed to invest in, merge with or acquire Manufacturing Facilities of other Successful Bidders who have been awarded PLI under this RfS, until the applicability of this scheme (i.e. 5 years from the SCD or COD, whichever is earlier).

## ***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 single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i. Covering Letter as per **Format 7.1**.
- ii. In case of a Bidding Consortium/Joint Venture, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium/Joint Venture shall be provided in original as per format attached hereto as **Format 7.2**.  
In the event any Member of the Bidding Consortium/JV (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.
- iii. Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 B**.

- iv. 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:
  - i. Board Resolution from the Bidding Company or the Lead Member of the Consortium/JV, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project. Board Resolution from each of the Consortium/JV Members in favour of the person signing Consortium/JV Agreement.
  - ii. 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/JV Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium/JV); and
  - iii. Board Resolutions from each of the Consortium/JV 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/JV Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium/JV pursuant to the terms and conditions in the Consortium Agreement/JV.
- v. In case of a Consortium/JV, the Consortium/JV Agreement between the Members in the Consortium/JV as per **Format 7.5** along with Board resolution from each Member of the Consortium/JV for participating in Consortium/JV.
- vi. 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.
- vii. Undertaking for not taking benefit under any other scheme of MNRE/MEITY/ GoI and regarding no willful default and no major litigation pending as per **Format 7.7**.
- viii. A disclosure statement as per **Format 7.8** regarding participation of any related companies in the bidding process.
- ix. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.9**.
- x. Attachments
  - i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Solar PV modules manufacturing.
    - 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 issuance of LoA, 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 Solar PV modules manufacturing has to be submitted prior to issuance of LoA.
  - ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium/JV.
  - iii. 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 30 days prior to the last date of bid submission. 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.

- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xi. Performance Parameter Matrix (PPM) as per **Format - 7.10**.

## ***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 may be verified at any point of time during the Project implementation period.
- 21.3 If the Bidder/Member in a Bidding Consortium/JV 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 Award, if issued, and the Bank Guarantee/POI 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 Clause 21.3 is discovered after issuance of LoA, consequences specified in RfS 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 15 of the RfS.
- 21.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda) 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 20 of the 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 First Envelope.
- 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.
- 21.16 All the financial transactions to be made with SECI including Success Fee, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS.

## **22 Non-Responsive Bid**

The electronic response to RfS submitted by the bidder along with the documents submitted **online** 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 the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Envelops after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of First Envelope.
- (d) 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.

- (e) Non-submission or partial submission of EMD in acceptable form along with response to RfS.
- (f) Data filled in the Performance Parameter Matrix regarding manufacturing commitments for 5 years found not in line with the instructions mentioned in the RfS and Guidelines.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

## ***23 Method of Submission of Response to RfS by the Bidder***

### **23.1 Documents to be Submitted Offline**

The bidder has to submit original of following documents **offline**.

- a. Bank Guarantee/POI towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B).
- b. Pass-phrases for both Envelopes submitted on the ETS portal.

**No documents will be accepted in person, on or before the date of bid submission.**

**Bank Guarantee against EMD needs to be submitted in both online and offline modes.** The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.01.2023, the above deadline will expire at 18:00 hrs on 24.01.2023. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees/POIs.

**Note:** In all cases, the Bank Guarantee/POI against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

<b>Selection of Solar PV Module Manufacturers for Setting up Manufacturing Capacities for High Efficiency Solar PV Modules in India, under the Production Linked Incentive Scheme (Tranche-II)</b>	
<i>Manufacturing Capacity applied for</i>	_____ MW
<i>RfS Reference No.</i>	SECI/C&P/MI/00/0009/22-23 dated 18.11.2022
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</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>	<b>AGM (C &amp; P)</b> <b>Solar Energy Corporation of India Limited</b> <b>6th Floor, Plate-B, NBCC Office Block Tower-2,</b> <b>East Kidwai Nagar, New Delhi-110023</b> <b>Tel No. 011-24666200</b> <b>Email - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>

### 23.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-A. The bidders shall strictly follow the instructions mentioned in the electronic form in respective Envelopes while filling the form.

**If the Bidder has submitted its bid online and fails to submit the Bank Guarantee/POI for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as an incomplete bid, Cost of RfS document and Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.**

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

## **I. First Envelope**

The Bidder shall upload the first Envelope containing **scanned copies** of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8 and 7.9 as elaborated in Clause 20 of the RfS.
- (b) All attachments elaborated in Clause 20 of the RfS, under the sub-clause x: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS document and Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee/POI towards EMD as mentioned in the Bid Information Sheet.

**The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of First Envelope.**

Submission of Pass-phrases: In line with Clause 21.8, and Annexure-A, the Bidder shall be required to submit 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 Tender Opening Event (TOE) of First Envelope.

## **II. Second Envelope**

Bidders shall submit the second Envelope containing the scanned copy of following document(s):

- (a) Performance Parameter Matrix (PPM) as per Format - 7.10 of the RfS

**The instructions mentioned in the Electronic Forms 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 case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.
- (c) **In case of submission of Bank Guarantee/POI against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SECI within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be**

debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

#### 24 *Notice Board for Display*

The SMM will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before declaration of commissioning of the Manufacturing facility.

<p><b>___ MW Solar PV Module Manufacturing Project</b></p> <p><b>Owned and operated by</b></p> <p>----- (insert name of the SMM)</p> <p><b>[Under RfS for Selection of Solar PV Module Manufacturers for Setting up Manufacturing Capacities for High Efficiency Solar PV Modules in India, under the Production Linked Incentive Scheme (Tranche-II) by Solar Energy Corporation of India Limited]</b></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 and 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 ISN-ETS portal. The format for submission of clarifications is available on the portal. SECI will make efforts 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 ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be

issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/intimation will be given for the above, elsewhere.

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

## **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. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

## **SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS**

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

### **29 *General Eligibility Criteria***

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

- 29.1 The Bidder shall be a Company or a Joint Venture Company. However, in case of Joint Venture Company/Consortium, a partner/company will be allowed to tie up their manufacturing company (of any stage) with another Company for one bid only. It may be noted that tie-ups with different Companies for each manufacturing stage will not be allowed.
- 29.2 Joint Venture/Bidding Consortium with one of the Companies as the Lead Member. Consortium/JV shortlisted and selected based on this RfS, has to necessarily form a Project Company and get it registered under the Companies Act, 2013 within 90 days of issuance of LoA. For avoidance of doubt, it is 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/JV Agreement (Format 7.5).
- 29.3 A foreign company can also participate on standalone basis or as a member of consortium/JV at the RfS stage. In case of foreign company participating on standalone basis and its selection as Successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, within 90 days of issuance of LoA. 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/JV, Clause 29.7 of the RfS shall be applicable.

- 29.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
  - ii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
  - iii. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
    - i. An entity incorporated, established or registered in such a country; or

- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium where any member of the consortium falls under any of the above.
- iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 of the RfS.
- v. Other provisions of the referred OM dated 23.07.2020 will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

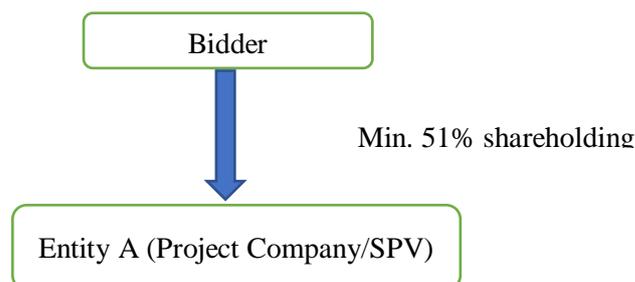
29.5 Limited Liability Partnership (LLPs) are not eligible for participation.

29.6 Any consortium/JV, if selected as Successful Bidder under this RfS, shall incorporate a Project company with equity participation by the Members in line with Consortium/JV agreement (to be submitted along with the response to RfS), after the issuance and within 90 days of the date of issue of LoA by SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium/JV Agreement given at the time of submission of response to RfS. 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 commissioning of the Project.

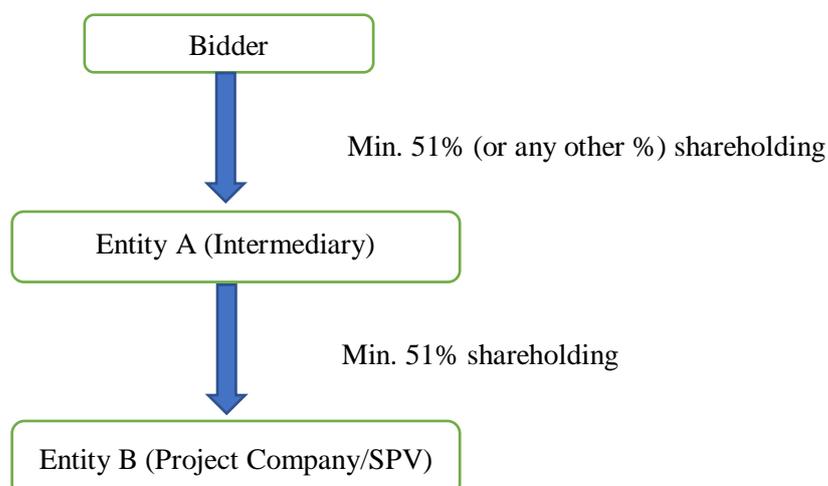
29.7 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.

29.8 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 29.3 and 29.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

### 30 Financial Eligibility Criteria

#### 30.1 Net-Worth

- i. The Net Worth of the Bidder, as on the last date of previous Financial Year, i.e. FY 2021-22 or as on the day at least 7 days prior to the bid submission deadline, should be equal to or greater than the values as given in the table below:

Basket	Extent of Integration	Net-worth (Rs. Cr./GW)
1	P+W+C+M	380
2	W+C+M	260
3	C+M	180

- ii. 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 PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.

iii. 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.

30.2 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 Clause 30.1 above. In case of the Bidder being a Bidding Consortium/JV, 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/POI 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 issuance of LoA.

30.3 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.

30.4 A Company/Consortium/JV would be required to submit annual audited accounts for the last financial year, 2021-22, or as on the day at least 7 days prior to the bid submission deadline, along with net worth certificate 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, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, 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.

30.5 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth 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.

- 30.6 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (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 30.5 above.
- 30.7 In case the response to RfS is submitted by a Consortium/JV, then the financial requirement to be met by each Member of the Consortium/JV shall be computed in proportion to the equity commitment made by each of them in the Project Company.

## **SECTION 5. BID EVALUATION AND AWARD OF CAPACITIES**

### ***31 Bid Evaluation***

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

### ***32 Evaluation of Envelope-1 of Bidders (Step 1)***

32.1 The first envelope (Envelope-1 submitted online) of only those Bidders will be opened by SECI whose required documents as mentioned at Clause 23 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or transaction receipts of payment against Cost of RfS document and Bid Processing Fee.

For e.g., if the bid submission deadline is 18:00 hrs on 31.12.2022, the online bid opening will be conducted on 02.01.2023. In case of the above deadline being a holiday, the bids will be opened on the next working day.

32.2 Subject to Clause 22 of the 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/ISN-ETS 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 will be generally issued. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.

32.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Eligibility as per Section-4 of the RfS.

### ***33 Evaluation of Envelope-2 of Bidders (Step 2)***

33.1 The second envelope (Envelope-2 submitted online) of only those bidders shall be opened who are found to be qualified as per the Qualifying Requirements laid down in Section-4.

33.2 Based on details of the proposed Manufacturing Facility submitted by the eligible bidders, sorting and shortlisting of bidders shall be carried out as detailed in Clause 34.

### 34 Calculation of Production Linked Incentive (PLI)

34.1 The PLI for the quoted bid capacity will be calculated year-wise as a product of following four components as submitted by the Bidder as part of Format 7.10:

- a. **Base PLI Rate** (in Rs./Wp) as identified from the applicable Performance Matrix as per Clause 34.2.b, based on the module efficiency and module's temperature coefficient of Pmax, quoted by the Bidder for the particular year;
- b. **Local Value Addition (LVA) Factor**, which is a function of percentage of LVA as quoted by the Bidder for the particular year;
- c. **Tapering Factor (TF)** for the particular year;
- d. **Yearly sales** (in Watt peak (Wp)) corresponding to the manufacturing capacity eligible for claiming PLI.

**Note:**

- (i) While the Bidders are allowed to submit values of Module efficiency, Temperature coefficient, and LVA differently for each year, it is clarified that except for the first year, the value of each of the above parameters, submitted for any particular year shall be more than or equal to the corresponding value submitted for the previous year.
- (ii) Also, it is to be noted that the above values once submitted as part of the Bidder's response to RfS, shall remain unchanged thereafter.
- (iii) The above values to be submitted by the Bidder shall be acceptable upto two decimal places. Digits after two decimal places will be discarded (for eg. a Module efficiency of 21.567% submitted by the Bidder will be read as 21.56%).

34.2 Formula for calculation of PLI amount shall be as follows:

$$PLI \text{ (in Rs.)} = \sum_{i=\text{year } 1}^{\text{year } 5} (\text{Base PLI Rate}_i \times \text{LVA Factor}_i \times \text{TF}_i \times \text{Sales}_i)$$

where,

- a. 'i' is the year counted from date of scheduled or actual commissioning (whichever is earlier) ranging from 1 to 5;
- b. **Base PLI Rate:** On the basis of module efficiency and module's temperature coefficient of Pmax (hereinafter also referred to as module's temperature co-efficient), 'Base PLI Rate' will be determined in Rs./Watt peak (Rs./W<sub>p</sub>) as per the Performance Matrix Tables given below. The Base PLI Rate (Rs./W<sub>p</sub>) increases with module efficiency to motivate and incentivize manufacturers for producing higher efficiency modules which also requires higher investment into R&D.

<b>PERFORMANCE MATRIX TABLE for P+W+C+M Basket</b>							
	<b>Module Efficiency * (%) →</b>	<b>During five Year period after commissioning</b>					
		<b>Base PLI Rate (Rs./W<sub>p</sub>)</b>					
		<b>≥20.50% &amp; &lt;21.00%</b>	<b>≥21.00% &amp; &lt;21.50%</b>	<b>≥21.50% &amp; &lt;22.00%</b>	<b>≥22.00% &amp; &lt;22.50%</b>	<b>≥22.50% &amp; &lt;23.00%</b>	<b>≥23.00%</b>
<b>Module's Temperature Coefficient of P<sub>max</sub> ** (in % per degree Celsius)↓</b>	<b>Position</b>	<b>U</b>	<b>V</b>	<b>W</b>	<b>X</b>	<b>Y</b>	<b>Z</b>
-0.40 to -0.30	A	0.00	1.45	1.65	1.85	2.00	2.20
Better than -0.30	B	1.45	1.65	1.85	2.00	2.20	2.20

<b>PERFORMANCE MATRIX TABLE for W+C+M Basket</b>							
	<b>Module Efficiency * (%) →</b>	<b>During five Year period after commissioning</b>					
		<b>Base PLI Rate (Rs./W<sub>p</sub>)</b>					
		<b>≥20.50% &amp; &lt;21.00%</b>	<b>≥21.00% &amp; &lt;21.50%</b>	<b>≥21.50% &amp; &lt;22.00%</b>	<b>≥22.00% &amp; &lt;22.50%</b>	<b>≥22.50% &amp; &lt;23.00%</b>	<b>≥23.00%</b>
<b>Module's Temperature Coefficient of P<sub>max</sub> ** (in % per degree Celsius)↓</b>	<b>Position</b>	<b>U</b>	<b>V</b>	<b>W</b>	<b>X</b>	<b>Y</b>	<b>Z</b>
-0.40 to -0.30	A	0.00	0.90	1.05	1.25	1.40	1.55
Better than -0.30	B	0.90	1.05	1.25	1.40	1.55	1.55

PERFORMANCE MATRIX TABLE for C+M Basket							
	Module Efficiency * (%) →	During five Year period after commissioning					
		Base PLI Rate (Rs./W <sub>p</sub> )					
		≥20.50% & <21.00%	≥21.00% & <21.50%	≥21.50% & <22.00%	≥22.00% & <22.50%	≥22.50% & <23.00%	≥23.00%
Module's Temperature Coefficient of P <sub>max</sub> ** (in % per degree Celsius)↓	Position	U	V	W	X	Y	Z
-0.40 to -0.30	A	0.00	0.50	0.65	0.85	1.00	1.15
Better than -0.30	B	0.50	0.65	0.85	1.00	1.15	1.15

\*Under Standard Test Conditions (STC), i.e. Irradiance 1000 W/m<sup>2</sup>, cell temperature 25°C, air mass (AM)= 1.5;

\*\* P<sub>max</sub>= Maximum Power at Standard Test Conditions (STC); Module's temperature coefficient refers to percentage change in P<sub>max</sub> per degree Celsius rise in temperature

- c. **Local Value Addition (LVA) Factor<sub>i</sub>** is a function of the percentage of Local Value Addition (LVA), submitted for the i<sup>th</sup> year. LVA Factor is derived as per the following table:

LVA%	LVA% less than 50%	LVA% ≥50% but less than 60%	LVA% ≥60% but less than 70%	LVA% ≥70% but less than 80%	LVA% ≥80% but less than 90%	LVA% ≥90%
LVA Factor	0	0.73	0.79	0.85	0.92	1

The PLI amount increases with increased Local Value Addition, in order to encourage manufacturers to source their material from the domestic market.

d. **TF or Tapering Factor:** In order to give a signal to solar PV manufacturing industry that they will need to be competitive after five years, the PLI rate (Rs./Wp) will be higher in the beginning and lower towards the end of the five-years period over which the PLI will be paid. To achieve the objective of tapering down the PLI rate (in Rs./Wp), the PLI rate (Rs./Wp) will be multiplied by a tapering factor of 1.4 for the 1<sup>st</sup> year of the five years PLI disbursement period followed by a tapering factor of 1.2, 1.0, 0.8 and 0.6 for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year of the PLI disbursement period respectively.

<b>Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Tapering Factor</b>	1.4	1.2	1	0.8	0.6

e. **Sales (in Wp)** is the net sales (as defined in Clause 11.9 of the RfS) of solar PV modules of performance parameters (efficiency and temperature coefficient) and LVA equal to or better than those given in Clause 6.1. The PLI disbursed to a manufacturer will be calculated as per the formula mentioned above in this Clause and will depend on sales or the maximum eligible capacity awarded under the PLI scheme, whichever is less; actual Performance and actual Local Value Addition achieved, provided that only those modules will be counted in sales whose performance and LVA satisfy the levels as per Clause 6.1.

34.3 An illustration to this effect is brought out as follows:

- Proposed manufacturing capacity of W+C+M category: 2000 MW
- Assuming net sale of 1000 MW on an annual basis for calculation of PLI

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Module Efficiency</b>	21.5	21.5	21.5	22	22.5
<b>Temperature Coefficient</b>	-0.38	-0.38	-0.38	-0.29	-0.29
<b>LVA</b>	60%	65%	70%	80%	90%
<b>LVA Factor</b>	0.79	0.79	0.85	0.92	1
<b>Tapering Factor</b>	1.4	1.2	1	0.8	0.6
<b>Base PLI Rate</b>	1.05	1.05	1.05	1.4	1.55
<b>Sales (Wp)</b>	1000000000	1000000000	1000000000	1000000000	1000000000
<b>PLI (Rs.)</b>	1,16,13,00,000	99,54,00,000	89,25,00,000	1,03,04,00,000	93,00,00,000
<b>Total PLI (Rs. Cr.)</b>	<b>500.96</b>				

34.4 The above illustration gives an example of one of the possible bid submissions, as per the RfS conditions. It may be noted that the Bidders shall be required to submit the following information as part of the above matrix, with remaining data being calculated by SECI based on their submission:

- a. Proposed Manufacturing Capacity (a single quantum in MW)
- b. Trajectory of Module efficiency, temperature coefficient and LVA (year-wise)

The proposed manufacturing capacity shall be considered constant for each year. “Sales” in the formula for PLI will be calculated by taking 50%/25% (Greenfield/Brownfield) of the proposed manufacturing capacity, and assuming constant sale amount for all the 5 years for PLI disbursement.

### **35 Selection of Successful Bidders**

Subsequent to the Bid evaluation, the eligible bidders will be allocated the capacities as described below:

- 35.1 For each Basket, the Bid quoting the highest efficiency in the first year of production, as calculated in line with Clause 34 above, shall be first allocated the admissible bid capacity, with corresponding PLI amount being earmarked for the Bidder. The Bidder quoting the next highest efficiency in the corresponding Basket, will be allocated its admissible bid capacity and PLI amount, and so on, until the total PLI earmarked for the respective Basket is exhausted. The above “bucket-filling” mechanism will be followed separately for each Basket, with the objective of fully awarding the total PLI quantum of Rs. 19,500 Cr. earmarked under this RfS.
- 35.2 In case a particular category is undersubscribed, i.e. funds are left over even after award of capacities in the category, there will be inter-category fungibility of funds, with preference to higher integration baskets for allocation of leftover funds. For example, if capacity equivalent to only Rs. 2500 Crore of W+C+M basket have been awarded among all bidders, the remaining Rs. 2000 Crore would be allocated for any unmet bid capacity in P+W+C+M category first, and then in C+M category.
- 35.3 For each Basket, in case of a tie in efficiency in the first year, the bid with the highest efficiency in the second year of production shall be allocated the admissible bid capacity first and so on. In case two bids have the exact same efficiency trajectory over all five years, the LVA trajectory shall similarly be compared year wise. In case, both efficiency and LVA trajectory over all the five years are the same, such tied bids will be prioritised on the basis of bid capacity (the larger bid capacity will be given higher preference) and if bid capacities are also the same, then such tied bidders will be given the same ranking and allotted manufacturing capacity accordingly. However, in case of insufficient funds, the remaining possible allocation shall be divided equally between such tied bidders.

35.4 An illustration to this effect is brought out as follows:

Sl. No.	Bidder	A		B		C		D	
		Module Efficiency (%)	LVA (%)						
1.									
	Year-1	21.50	75	21.50	75	21.50	77	21.50	75
	Year-2	21.95	78	22.00	78	21.95	78	21.95	78
	Year-3	22.10	82	22.20	82	22.10	83	22.10	82
	Year-4	22.50	86	22.95	88	22.50	88	22.50	86
	Year-5	22.50	90	23.00	90	22.50	92	22.50	90
2.	Proposed Manufacturing Capacity (MWp)	8000 (Greenfield)		6000 (Greenfield)		2000 (Greenfield)		8000 (Greenfield)	
3.	PLI calculated (Rs. Cr.)	5000		2000		1500		5000	
4.	<b>PLI Allocated (Rs. Cr.)</b>	<b>4250</b>		<b>2000</b>		<b>1500</b>		<b>4250</b>	
5.	<b>Manufacturing capacity allocated (MWp)</b>	<b>6800</b>		<b>6000</b>		<b>2000</b>		<b>6800</b>	
6.	<b>PLI capacity allocated (MWp)</b>	<b>3400</b>		<b>3000</b>		<b>1000</b>		<b>3400</b>	
7.	<b>Ranking of Bidders</b>	<b>3</b>		<b>1</b>		<b>2</b>		<b>3</b>	
8.	<b>Total PLI allocated (Rs. Cr.)</b>	<b>12000</b>							

- a. In the above case, assuming shortlisting of bidders for Basket-1, with a total corpus of Rs. 12000 Cr., with 4 bids received. Based on the proposed manufacturing capacity by the bidders, PLI calculated at Sl.3 in the above table is arrived in line with provisions of Clause 34.2 above.
- b. Ranking of bidders for allocation of PLI is arrived at, in line with provisions of Clause 35.1 and 35.3 above. Bidder “B”, quoting the highest 2<sup>nd</sup> year module efficiency is ranked the highest, and is allocated its quoted manufacturing capacity, with corresponding PLI capacity being 3000 MWp. With the module efficiency trajectory being identical for Bidders “A”, “C” and “D”, LVA is being considered next. Here, Bidder “C” quoting the highest 1<sup>st</sup> year LVA is ranked highest among these 3 bidders, and is allocated its quoted manufacturing capacity, with corresponding PLI capacity being 1000 MWp.

- c. For the remaining two bidders, since LVA trajectories are also identical, the proposed manufacturing capacities (Sl. 2) are checked for ranking. In this case, with the proposed manufacturing capacities also being identical, the remaining PLI amount (Rs. 8500 Cr. out of 12000 Cr.) is to be divided equally among the two bidders “A” and “D”.
- d. Rs. 8500 Cr. is to be divided equally between the 2 bidders with each one receiving Rs. 4250 Cr. Final manufacturing capacity allocation to the two bidders is calculated on pro-rata basis, based on the revised PLI allocation. Originally, a quoted manufacturing capacity of 8000 MWp would have resulted in 4000 MWp being allocated for a full PLI of Rs. 5000 Cr. Thus, a reduced PLI amount of Rs. 4250 Cr. translates to corresponding PLI capacity of 3400 MWp. Accordingly, the manufacturing capacity allocated to each of the two bidders is twice of the above. i.e. 6800 MWp.
- 35.5 In case the fund available at any point is sufficient to allocate only a part capacity of a bid that is next in priority, such a Bidder would be free to exercise refusal on accounts of economies of scale and this allocation shall be offered to the next Bidder in sequence. Such refusal shall be intimated to SECI within 7 days of intimation of part capacity offer by SECI to the respective Bidder, failing which, the awarded capacity shall be deemed to have been accepted by the said Bidder.
- 35.6 In case of refusal of such capacity, the Bidder next in line will be offered a manufacturing capacity along with PLI quantum, through email from SECI, and the said Bidder shall be required to intimate its acceptance or refusal of such capacity within 7 days of issuance of the above email. In case of no response or conditional response being received from the said Bidder, the offer from SECI will be deemed to have been rejected by the Bidder, and the process will continue, until the last Bidder is reached, or the total PLI quantum is exhausted, whichever is earlier.

### **36 Issuance of NoAs and LoAs**

At the end of selection process, Notifications of Award (NoAs) will be issued to the Successful Bidders, for their respective Manufacturing Capacities and PLI capacities being awarded by SECI. Letters of Award (LoAs) will be issued to the successful Bidders, subsequent to submission of PBG and Success Fee. In case of a Consortium/JV being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium/JV.

SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.

In all cases, SECI’s decision regarding selection of Bidder or annulment of tender process shall be final and binding on all participating bidders.

## **SECTION 6. DEFINITIONS OF TERMS**

**38** *Following terms used in the documents will carry the meaning and interpretations as described below:*

- 38.1 **“AFFILIATE”** shall mean a company that, directly or indirectly,
- i. controls, or
  - ii. is controlled by, or
  - iii. is under common control with, a company developing a Project 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.
- 38.2 **“BASKET”** shall mean the classification comprising the respective stages of the manufacturing process, as per Clause 3 of the RfS.
- 38.3 **“BID”** or **“PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the general and financial qualifying requirements, as part of its response to the RfS issued by SECI.
- 38.4 **“BIDDER”** shall mean Bidding Company (including a foreign company) or a Bidding Consortium/Joint Venture (JV) submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium/ JV, Member of a Bidding Consortium/JV including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium/JV 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.
- 38.5 **“BIDDING CONSORTIUM”** or **“CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 38.6 **“BID CAPACITY”** shall mean manufacturing capacity of the Manufacturing Facility as proposed by the bidder.
- 38.7 **“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.
- 38.8 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 38.9 **“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.

38.10 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

38.11 **“DAY”** shall mean calendar day.

38.12 **“EFFECTIVE DATE”** shall mean the date of issuance of Letter of Award (LoA).

38.13 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

38.14 **“EXTENT OF INTEGRATION”** shall mean the composition of Solar PV Module manufacturing process, comprising a combination of two or more Stages of manufacturing, identified as “Polysilicon”, “Wafers”, “Cell” and “Module” stages. In case of thin-film or any other technology being used, the Extent of Integration shall refer to the Basket within which the corresponding Bidder’s Manufacturing Capacity falls, in line with Clause 3.2 of the RfS.

38.15 **“GUIDELINES”** shall mean “Scheme Guidelines for Implementation of the Production Linked Incentive Scheme (Tranche II) under ‘National Programme on High Efficiency Solar PV Modules’ for achieving manufacturing capacity of Giga Watt (GW) scale in High Efficiency Solar PV modules” issued by Ministry of New & Renewable Energy (MNRE) vide F.No. 283/62/2020-GRID SOLAR dated 30.09.2022, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

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

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

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds 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.

38.17 **“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).

38.18 **“JOINT VENTURE”** or **“JV”** shall mean a joint agreement, whereby the parties that have joint control of the arrangement have the right to its net assets, which collectively submit the response in accordance with the provisions of this RfS under a JV Agreement.

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

38.20 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder(s) for award of the Project.

38.21 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

38.22 **“LLC”** shall mean Limited Liability Company.

38.23 **“MANUFACTURING CAPACITY”** shall mean the Module Manufacturing capacity of the infrastructure proposed by the Bidder, measured in MWp, and shall refer to the capacity committed by the Bidder in Format 7.1 of the RfS or the capacity finally awarded by SECI, whichever is lower.

Note: For a Manufacturing Capacity of ‘X’ MWp, the SMM is required to install ‘X’ MW capacity for each Stage, depending on the Extent of Integration to be set up by the SMM.

38.24 **“MANUFACTURING FACILITY”** or **“PROJECT”** is either the Greenfield or the Brownfield Solar PV Module manufacturing infrastructure to be set up by the SMM, as per the criteria laid down in Clause 8.1 of the RfS, and in line with provisions of the LoA.

38.25 **“MEMBER IN A BIDDING CONSORTIUM/JV”** 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.

38.26 **“MONTH”** shall mean calendar month.

38.27 **“NISE”** shall mean National Institute of Solar Energy.

38.28 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.

38.29 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

- 38.30 **“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.
- 38.31 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned when the manufacturing commitments viz., promised ‘Extent of Integration’ and the promised ‘Manufacturing Capacity’ and minimum threshold module performance parameters of efficiency and temperature coefficient, have been achieved, in line with the Commissioning procedures defined in the RfS/LoA;
- 38.32 **“SOLAR PV MODULE MANUFACTURER (SMM)”** 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 the Project.
- 38.33 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- 38.34 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/MI/00/0009/22-23 dated 18.11.2022.
- 38.35 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9.1 of the RfS.
- 38.36 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 38.37 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project as per the terms of RfS/LoA.
- 38.38 **“TRANCHE-I”** shall mean the Invitation for Application issued by M/s Indian Renewable Energy Development Agency Limited (IREDA), vide Application No. TS-22019(11)/1/2021-IREDA, including subsequent amendments and clarifications, thereto.
- 38.39 **“TOE”** shall mean Tender Opening Event.
- 38.40 **“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.
- 38.41 **“WEEK”** shall mean calendar week.

**SECTION 7. SAMPLE FORMS & 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 4 and other submission requirements specified in the RfS.

**Format 7.1**

**COVERING LETTER**

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

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_  
 From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium/JV)  
 Tel.#: Fax#:  
 E-mail address#

To  
 Solar Energy Corporation of India Limited  
 6th Floor, Plate-B, NBCC Office Block Tower-2,  
 East Kidwai Nagar, New Delhi - 110 023

**Sub:** Response to RfS No. .... dated ..... for .....(Insert title of the RfS)

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, hereby submit our response to RfS.

We confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for ‘Setting up Manufacturing Capacities for High Efficiency Solar PV Modules’ under the Production Linked Incentive (PLI) scheme (Tranche-II), other than this response to RfS.

We are submitting RfS for the development of following Project(s): -

S.No.	Basket selected (P+W+C+M / W+C+M / C+M)	Manufacturing Capacity (MW)	Nature of Proposed Manufacturing Facility	Proposed technology
1		___ MW Stage-I: ___ MW Stage-II: ___ MW	Greenfield/Brownfield (Choose one)	

		Stage-III: ___ MW Stage-IV: ___ MW <i>(strike off whichever is not applicable)</i> (In case of Thin Film or any other technology, a single value (MW) may be indicated)		
--	--	--	--	--

The following details have been enclosed as **Annexure-I** to this Covering Letter:

- a. Construction Plan
- b. Clearances/ approvals required from various Government departments/ Local Bodies
- c. Timelines/ PERT chart of major construction activities
- d. Timelines for obtaining various clearances/ approvals.

Further, the details of Manufacturing Units/Facilities already set up/ being set up by us including our Parent/Ultimate Parent/Group Companies/ Affiliates under Tranche-I, have been enclosed as **Annexure-II** to this Covering Letter.

1. We give our unconditional acceptance to the RfS, dated ..... [Insert date in dd/mm/yyyy], issued by SECI. In token of our acceptance to the RfS 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. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD):- *(Please read Clause 14 carefully before filling)*

We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no./ Payment on Order Instrument no. .... [Insert bank guarantee/POI number] dated ..... [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from ..... [Insert name of bank providing bank guarantee/POI issuing agency] and valid up to.....in terms of Clause No. 14 of this RfS. The total capacity of the Solar PV Manufacturing Plant offered to be set up by us is ..... MW [Insert cumulative capacity proposed]. *(strike off whichever is not applicable)*

3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, Success Fees for the selected Project, within due time as mentioned in Clause Nos. 15 & 16 of this RfS on issue of NoA by SECI for the selected Project within the timeline as stipulated in the RfS for the selected Project, 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 will provide all the information / documents as requested by SECI or its representative (individual or firm) during the period of implementation of this scheme. We also undertake to provide unrestricted access to the SECI or its representative (individual or firm) for physical inspection for implementation of PLI scheme.
5. We have submitted our response to RfS strictly as per Chapter 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
6. We understand that Manufacturing Facilities which have imported capital goods for setting up the Solar PV manufacturing facility before the last date of bid submission will not be eligible for participation under the PLI scheme. We confirm that no such import has been made for the proposed Manufacturing Facility by us. Further, we understand that if same is found to be true for our units under the scheme, SECI will be entitled to cancel the allocation to our Manufacturing Facility and we agree to pay any Fees towards penalties/recoveries as imposed by SECI including the encashment of PBG, if submitted.
7. We understand that PLI rate for Brownfield Projects will be 50% of the rate for Greenfield Projects. Brownfield Manufacturing Facilities will involve expansion of existing Manufacturing Facilities with addition of new production lines within existing physical infrastructure.
8. We understand that MNRE/SECI will also be entitled to make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of manufacturers in respect of module efficiency and temperature coefficient.
9. We undertake to submit necessary documents to SECI in support of the PLI claimed for a particular year based on (i) sales (watt) of modules, (ii) percentage of local value addition (LVA) and (iii) PLI rate (in Rs./Wp) (as per the position in Performance Matrix).
10. We undertake that the decision of SECI/MNRE would be final and binding upon us with respect to release of PLI.
11. 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 from the provisions of the RfS and all claims in respect of this process.  
  
We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects in line with the provisions of the RfS, shall be binding on us.

12. 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, in the event of our selection as Successful Bidder.
13. 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 subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution within 90 days of issuance of LoA, committing total equity infusion in the SPV as per the provisions of RfS.
14. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
15. 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.
16. 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.
17. 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].
- 18. Contact Person**  
Details of the representative to be contacted by SECI are furnished as under:
- Name : .....
- Designation : .....
- Company : .....
- Address : .....
- Phone Nos. : .....
- Mobile Nos. : .....
- E-mail address: .....
19. 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 an event of default and consequent provisions of RfS/LoA shall apply.

Enclosure: Annexure-I and Annexure-II.

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.

Note:

1. Annexure-I to the Covering Letter must comprise the following:
  - (a) Project construction plan and associated data as per Clause 7.1 of the RfS.
  - (b) In case of a Brownfield Project, details of the Manufacturing Facility, with geographical coordinates of the Manufacturing Facility(ies), along with photographs of the infrastructure, listing out all the Contracts executed as on the bid submission deadline for such facility.
  - (c) In case of Brownfield Projects, a certificate from a Chartered Engineer, certifying the manufacturing capacity of existing infrastructure, for each stage of integration as per the Basket selected by the Bidder.
2. Annexure-II to the Covering Letter enlisting the total number of Manufacturing Units/Facilities already set up/ being set up by the Bidder including their Parent/ Ultimate Parent/ Group Companies/ Affiliates, and following details pertaining to each of them:
  - (a) Annual Manufacturing Capacity,
  - (b) Location of Manufacturing Facility (Geographical Coordinates),
  - (c) Registration and/or Licenses related to Manufacturing Facilities.

**FORMAT FOR POWER OF ATTORNEY**

*(Applicable Only in case of Consortium/JV)*

*(To be provided by each of the other members of the Consortium/JV in favor of the Lead Member)  
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)  
(The term “Consortium” in this draft may be replaced with “Joint Venture” in case of Bidders participating in a JV)*

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 of .....and having its Registered/ Head Office at .....as 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 commissioning of the awarded manufacturing capacity.

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 of .....under 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: -----

Original Members (i.e. members as mentioned at the time of application) of the Consortium shall collectively have the controlling shareholding in the Company.

**FORMAT FOR BANK GUARANTEE TOWARDS 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  
Manufacturers for Setting up Manufacturing Capacities for High Efficiency Solar PV Modules  
under the Production Linked Incentive Scheme (Tranche-II) of the cumulative capacity of  
..... MW [*Insert cumulative Manufacturing Project capacity proposed*], 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 without demur  
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 cumulative capacity proposed in accordance with Clause No. 14 of this RfS*],  
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. 14 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. 14 of this RfS*]. SECI  
shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date of validity in accordance  
with Clause No. 14 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.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

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. 14 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY  
IREDA/REC/PFC (IN LIEU OF BG AGAINST EMD)**

No.

Date

SECI,

Registered

\_\_\_\_\_  
\_\_\_\_\_

**Reg: M/s \_\_\_\_\_ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (insert name of the Bidder), this Payment on Order Instrument (POI) is issued for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for .....[Insert title of the RfS] of the capacity of ..... MW [Insert manufacturing capacity proposed], 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 IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur 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 cumulative capacity proposed in accordance with Clause No. 14 of this RfS], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ Crores (in words.....) to SECI on the following conditions: -
  - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
  - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
  - (e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;
  - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SMM, to make any claim against or any demand against the SPV/SMM or to give any notice to the SPV/SMM;
  - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SMM;
  - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto\_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated \_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be

read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. \_\_\_\_\_

(name of the POI issuing agency).

( )

General Manager (TS)

Copy to:-

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ As per their request

( )

General Manager (TS)

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

*(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 PV Module Manufacturer' or 'SMM') submitting the response to RfS inter alia for ..... [*Insert title of the RfS*] of the capacity of ..... MW, at ..... [*Insert name of the place*], 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 Project of the Manufacturer and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected SMM*) as per terms of RfS and the same having been accepted by the selected SMM.

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 Indian Rupees \_\_\_\_\_ [*Total Value*] only, on behalf of M/s \_\_\_\_\_ [*Insert name of the selected SMM*].

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*

RfS for Setting up of Manufacturing Capacities for High Efficiency Solar PV Modules under PLI Scheme (Tranche-II)	RfS No. SECI/C&P/MI/00/0009/22-23	Page 63 of 96
---	-----------------------------------	---------------

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

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 RfS.

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 Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY  
IREDA/REC/PFC (IN LIEU OF PBG)**

No. \_\_\_\_\_ Date \_\_\_\_\_  
SECI, \_\_\_\_\_ Registered \_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

**Reg: M/s \_\_\_\_\_(insert name of the Project Company) (Project No. \_\_\_\_\_(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_(insert name of the POI issuing Agency) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Solar PV Module Manufacturing Project.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (insert name of the SPV), this Payment on Order Instrument (POI) is issued for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected ‘Solar PV Module Manufacturer’ or ‘SMM’) submitting the response to RfS inter alia for selection of Manufacturing Capacity of ..... MW, at .....[Insert name of the place] under RfS for \_\_\_\_\_(insert name of the RfS), in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[insert the name of the selected SMM] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the SMM (SMM) and issuing Letter of Award No ----- to (Insert Name of selected SMM) as per terms of RfS and the same having been accepted by the selected SMM to be entered into, [from selected SMM, 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 IREDA/PFC/REC] 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 authorized 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 SMM].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to SECI on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
  - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
  - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
  - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
  - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SMM, to make any claim against or any demand against the SPV/SMM or to give any notice to the SPV/SMM;
  - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SMM;
  - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto\_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated \_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be

read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully  
For and on behalf of  
M/s. \_\_\_\_\_  
(Name of the POI issuing agency).

( )  
General Manager (TS)

Copy to:-

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ As per their request

( )  
General Manager (TS)

**FORMAT FOR BOARD RESOLUTIONS**

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

**1. RESOLVED THAT** Mr/ Ms....., be and is/are 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 \_\_\_\_\_ (*Insert title of the RfS*), 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/JV***)

**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/JV, 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/JV Agreement*] in the Project. (***To be provided by each Member of the Bidding Consortium/JV 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/JV*] and Mr/ Ms....., be and is hereby authorized to execute the Consortium/JV Agreement. (***To be provided by each Member of the Bidding Consortium/JV 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/JV Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium/JV pursuant to the terms and conditions contained in the Consortium/JV Agreement dated ..... executed by the Consortium/JV as per the provisions of the RfS. (***To be passed by the Lead Member of the Bidding Consortium/JV***)

## **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/JOINT VENTURE AGREEMENT**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)  
(The term “Consortium” in this draft may be replaced with “Joint Venture” in case of Bidders participating in a JV)*

THIS Consortium/Joint Venture (JV) 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/JV should list the details of all the Consortium/JV Members*] for the purpose of submitting response to RfS 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 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023.

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 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/JV, the Members of the Consortium/JV will have to submit a legally enforceable Consortium/JV Agreement in a format specified by SECI wherein the Consortium/JV 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/JV do hereby mutually agree as follows:

1. We, the Members of the Consortium/JV 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/JV 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:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

We acknowledge that 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 till the commissioning of Manufacturing Unit.

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.
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. 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.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this RfS except with prior written consent of SECI.
14. 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.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS.

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-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

\_\_\_\_\_

Signature and stamp of Notary of the place of execution

**FORMAT FOR FINANCIAL REQUIREMENT**

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

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/ Lead Member of Consortium/JV)*

\_\_\_\_\_  
\_\_\_\_\_

Tel. #: Fax#:

E-mail address#

**To**

**Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023**

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium/JV is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2021-22 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 30.1 of the RfS.

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its 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			
<b>Total</b>			

*\*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/JV**

**(To be filled by each Member in a Bidding Consortium/JV 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/JV and/ or its Affiliate(s) per following details:

<b>Name of Consortium/JV Member Company</b>	<b>Name of Affiliate(s) whose net worth is to be considered</b>	<b>Relationship with Bidding Company* (If any)</b>	<b>Net Worth (in Rs. Crore)</b>	<b>Equity Commitment (in %age) in Bidding Consortium/JV</b>	<b>Committed Net Worth (in Rs. Crore)</b>
<b>Company 1</b>					
---					
---					
<b>Total</b>					

*\* 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**

**Date:**

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

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

**UNDERTAKING**

*(To be submitted by the Bidder/each member of Bidding Consortium/JV)*

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

We undertake that, the Manufacturing units proposed to be set up in respect to our response to RfS vide RfS No. SECI/C&P/RfS/2GWMANUFACTURING/P-3/R1/062019 dated 25.06.2019, we have not availed any benefit under the MNRE's tender(s) for solar Power Purchase Agreements linked to PV manufacturing or SIPS/ M-SIPS/ SPECS schemes of Ministry of Electronics & Information Technology (MEITY).

We further understand that, in case of our selection as successful Bidder, any benefit under SIPS/M-SIPS/ SPECS/ Manufacturing Linked Tender can be availed by us for the difference of offered bid capacity and double the PLI awarded capacity.

Further, we also undertake that the Bidder & any of its Affiliate, including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect for our Manufacturing Facility under the scheme, SECI will be entitled to cancel the allocation to our Manufacturing Facility and we agree to pay any charges towards penalties/recoveries as imposed by SECI including the encashment of PBG, if submitted.

(Signature, Name & Designation of the Authorized Signatory)

Witnesses:

1) Signature \_\_\_\_\_

2) Signature \_\_\_\_\_

Name:

Name:

Address:

Address:

**FORMAT FOR DISCLOSURE**

*(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium/JV)*

**DISCLOSURE**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/ Lead Member of Consortium/JV)*

Tel. #: Fax#:

E-mail address#

To

*(Enter Address of SECI)*

**Sub:** Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

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 and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ *(enter name of the Promoter/Promoters)* is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the Bidding Company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS including but not limited to cancellation of our response to this RfS and LoA as applicable, we, i.e. M/s \_\_\_\_\_ *(enter name of the bidding company/member in a consortium)*, including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 29.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

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.

**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:  
MoF OM No 6/18/2019-PPD dated 23.07.2020**

*(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium/JV)*

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/Member of Consortium/JV)*

\_\_\_\_\_  
\_\_\_\_\_

Tel#:

Fax#:

E-mail address#

To

*(Enter address of SECI)*

Sub: Response to RfS No ..... dated .....for the tender  
for .....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

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 the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above.

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

**(This format is for reference purpose only. The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)**

**INTEGRITY PACT**

Between

**Solar Energy Corporation of India**

having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

hereinafter referred to as

**"SECI",**

and

---

*[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]*

having its Registered Office at \_\_\_\_\_

*(Insert full Address/Lead member address in case of Joint Venture/Consortium)*

---

and

---

*[Insert the name of all members of the Joint Venture/Consortium, as applicable]*

having its Registered Office at \_\_\_\_\_

*(Insert full Address/ Lead member address in case of Joint Venture/Consortium)*

---

hereinafter referred to as

**"The Bidder/Contractor"**

**Preamble**

SECI intends to award, under laid-down organisational procedures, contract(s) for \_\_\_\_\_ *[Insert the name of the tender/package]* \_\_\_\_\_

Package and NIT Number \_\_\_\_\_ SECI values full compliance with all *[Insert Specification Number of the package]* relevant laws and regulations, and the

principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, SECI and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

### **Section I - Commitments of SECI**

- (1) SECI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of SECI, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
  - b) SECI will, during the tender process treat all Bidder(s) with equity and fairness. SECI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) SECI will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of SECI which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

### **Section II - Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to SECI, or to any of SECI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
  - b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market,

specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by SECI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act
  - e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
  - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
  - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of SECI.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section III- Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, SECI may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, SECI may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36

months.

- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, SECI may revoke the exclusion prematurely. However, decision of SECI in this regard shall be final and binding on the bidder/Contractor.

#### **Section IV - Liability for violation of Integrity Pact**

- (1) If SECI has disqualified the Bidder from the tender process prior to the award under Section III, SECI may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If SECI has terminated the contract under Section III, SECI may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

#### **Section V- Previous Transgression**

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section VI - Equal treatment to all Bidders / Contractors**

- (1) SECI will enter into agreements with identical conditions as this one with all Bidders.
- (2) SECI will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

#### **Section VII - Punitive Action against violating Bidders / Contractors**

If SECI obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if SECI has substantive suspicion in this regard, SECI will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of SECI, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

#### **(\* Section VIII - Independent External Monitor/Monitors**

- (1) SECI has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all

project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, SECI, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, SECI, giving joint findings.

- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, SECI.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of SECI related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) SECI will provide to the IEM information as sought by him which could have an impact on the contractual relations between SECI and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, SECI and request the Managing Director, SECI to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to SECI and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to SECI.
- (7) The IEM will submit a written report to the Managing Director, SECI within 8 to 10 weeks from the date of reference or intimation to him by SECI and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Managing Director, SECI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, SECI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word ‘IEM’ would include both singular and plural.
- (\*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause ITB ... in Section – III: Bid Data Sheets of Conditions of Contract, Section-3 of the RfS.*

- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

**Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

**Section X - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of SECI.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the *CVO/IEM*<sup>#</sup> in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.  
  
*# CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.*
- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

**(For & On behalf of SECI)**

**(For & On behalf of Bidder/ Partner(s) of Joint Venture/Consortium/ Contractor)**

(Office Seal)

(Office Seal)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness 1 : \_\_\_\_\_

Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2 : \_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE PARAMETER MATRIX (PPM)**

*(On the Letter Head of the Bidding Company/ Lead Member of Consortium/JV)*

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/ Lead Member of Consortium/JV)*

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023

**Sub:** Response to RfS No. .... dated ..... for .....(Insert title of the RfS)

Dear Sir/ Madam,

We are submitting RfS for development of Project with Project Parameters as per the details below:

<b>Parameter</b>	<b>Values for 1<sup>st</sup> year after commissioning</b>	<b>Values for 2<sup>nd</sup> year after commissioning</b>	<b>Values for 3<sup>rd</sup> year after commissioning</b>	<b>Values for 4<sup>th</sup> year after commissioning</b>	<b>Values for 5<sup>th</sup> year after commissioning</b>
<b>Module Efficiency*</b>					
<b>Module's temperature co-efficient of P<sub>max</sub></b>					
<b>Local Value Addition (LVA)</b>					

\*Under Standard Test Conditions (STC), i.e. Irradiance 1000 W/m<sup>2</sup>, cell temperature 25°C, air mass (AM)= 1.5;

Plan for local value addition, and estimated employment generation and exports during the tenure of the Scheme has been enclosed herewith as **Annexure-I**.

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.

**Enclosure:** Annexure-I.

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.

**PRELIMINARY ESTIMATE OF COST OF PROJECT**

Manufacturing Capacity: .....MW  
Extent of Integration: .....

(No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project)

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.

**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING**

**GENERAL**

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

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

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

**INSTRUCTIONS**

**Tender Bidding Methodology:**

Sealed Bid System

Single Stage Single Envelope

**Broad Outline of Activities from Bidder’s Perspective:**

- a. Procure a Class III Digital Signing Certificate (DSC).
- b. Register on ElectronicTender System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. 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.
- g. Clarification to Tender Documents on ETS
  - Query to SECI (Optional)
  - View response to queries posted by SECI
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part
- j. Post-TOE Clarification on ETS (Optional)
  - i. Respond to SECI Post-TOE queries

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

### Digital Certificates

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

### Registration

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

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

### Important Note:

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

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

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

### **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 (Techno-commercial-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 23 of the RfS, failing which the technical bids will not be opened.

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

### **Internet Connectivity**

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

### **SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS**

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

As part of the Electronic Encrypted<sup>®</sup> functionality, the contents of both the 'ElectronicForms<sup>®</sup>' 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<sup>®</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms<sup>®</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms<sup>®</sup> 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<sup>®</sup>, 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 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.

### **PUBLIC ONLINE TENDER OPENING EVENT (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SECI’s office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of the ‘Online Tender Opening Event (TOE)’. This is

available to all participating bidders for 'Viewing/ Downloading', as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **OTHER INSTRUCTIONS**

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

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

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

### **SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS**

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

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

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

**Note:** Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

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, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. 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). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

**NOTE:**

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

- **Pre-requisite for participation in bidding process**

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

**Vendors Training Program**

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to [support@isn-ets.com](mailto:support@isn-ets.com). Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.