SOLAR ENERGY CORPORATION OF INDIA New Delhi-17

No. SECI/Cont./SRT-IV/70/2014

Date:12-04-2014

Subject: Amendments No-1 to RFS No. SECI/Cont./SRT-IV/70/2014 dated 24-03-2014 for Implementation of Grid Connected Roof Top Solar PV System scheme in selected cities/states in India (Phase-IV)

Dear Sir,

Further to our SECI/Cont./SRT-IV/70/2014 dated 24-03-2014, please find attached an Amendment No-1 dated 12-04-2014 to our above mentioned RFS as *Table-A*. This amendment shall form an integral part of the RFS dated 24.03.2014 and shall constitute a part of the RFS document.

Also please find enclosed the Clarification as *Table-B* on some of the provisions in our RFS dated 24.03.2014 taken up by various shortlisted applicants during the Pre Bid Conference held at SECI office on 03.04.2014 at 11a.m. All other terms and conditions of RFS shall remain same.

Thanking you,

Yours faithfully,

Sd/-(Avnish Parashar) Dy Manager(Contracts)

Sr.No.	Reference to the Clause, Page No. and Section of the RFS No. SECI/Cont./SRT-IV/70/2014 dated 24-03-2014	Amended Clause
1.	Clause 1.24, Owner of the project, Page No. 8 of Section-I	Sub Clause 1.24 of Section-I shall be replaced as under: "Owner of the project" shall mean anyone who has ownership of the roof and is the legal owner of all equipments of the project OR the Successful bidder under Part-B who has taken the roof on mutually agreed terms and conditions from the roof top owner(s) and enters into a PPA with the consumer (s) of power for supply of solar power for at least 25 years from the date of Commissioning of project.
2.	Clause 1.40,Subsidy, Page No. 10 of Section-I	Sub Clause 1.40 of Section-I shall be replaced as under: "Subsidy" shall mean 30% of L1 Project Cost sanctioned by MNRE,Govt of india and disbursed by SECI for Part-A and Rs 2.7 Crores per MW for Part-B.
3.	Clause 2.3.1, Page No. 16 of Section-I	Sub Clause 2.3.1 of Section-I shall be replaced as under: The size of each project shall be in the range of 10kWp to 500 kWp for commercial / Industrial sector consumers'. However, the projects below 10 kWp may also be considered for residential sector. One project may however comprise of several rooftop units. Each roof top unit can separately connect with the grid and may have separate meters.

		Sub Clause 3.1 of Section-I shall be replaced as under:
4.	Clause 3.1, Page No. 16 of Section-I	Bidder must meet the eligibility criteria independently as a Bidding Company or as a Bidding Consortium with one of the members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid. In case of a Bidding Consortium the Financial Eligibility criteria like Annual turnover or Net worth as indicated in Clause 3.4.3, shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by consortium member. In case bidder is quoting his bid through consortium, a Consortium Agreement as per the Format-10 shall be furnished along with the bid. Financial Consortium is not envisaged in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 10.
5.	Clause 3.4.1 (a), Page No. 17 of Section-I	Sub Clause 3.4.1(a) of Section-I shall be replaced as under:The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.A copy of certificate of incorporation shall be furnished
6.	Clause 3.4.2 (a), Page No. 17 of Section-I	A copy of certificate of incorporation shall be furnished along with the bid in support of above. The word "100 kWp" in the Sub Clause 3.4.2(a) of Section-I shall be replaced by "50 kWp".

7.	Clause 3.4.3 (a) ii, Page No. 18 of Section-I	The formula of calculation of Net-Worth shall be as follows: Net-worth = (Paid up share capital) + {(Free reserves - Share premium) +Share premium of listed companies)} - (Revaluation of reserves)-(Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses).
8.	Clause 3.5, Page No. 18 of Section-I	 The Sub Clause 3.5 of Section-I shall stand modified as under: 3.5.1. In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company. 3.5.2. The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two(2) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.
9.	Clause 3.12.6, Page No. 24 of Section-I	The word "transcript" in the Sub Clause 3.12.6 of Section-I shall be replaced by "superscribed".
10.	Clause 3.15.2, Page No. 26 of Section-I	The word "benchmark" used in the Sub Clause 3.15.2 at different places of Section-I shall be replaced by "maximum allowable".

11.	Clause 3.16.2, Page No. 29 of Section-I	The following words in the Sub Clause 3.16.2 of Section-I shall stand deleted:
12.	Clause 3.17.2, Page No. 29 of Section-I	price details of the bid bond The last line of the Sub Clause 3.17.2 of Section-I shall stand amended as follows: The decision regarding acceptance or rejection of bid by SECI
13.	Clause 3.27, Page No. 34 of Section-I	will be final. The word "DNI" in in the Sub Clause 3.27 of Section-I shall be replaced by the word "GHI".
14.	Clause 3.32.1, Page No. 35 of Section-I	Sub Clause 3.32.1 of Section-I shall be replaced as under: If any dispute of any kind whatsoever arises between SECI and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
15.	Clause 3.32.2, Page No. 35 of Section-I	Sub Clause 3.32.2 of Section-I shall be replaced as under: If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute.No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub

		Clause 3.32.2, shall be finally settled by arbitration.
16.	Clause 3.32.4.2, Page No. 36 of Section-I	The word "twenty(20) days" in the Sub Clause 3.32.4.2 of Section-I shall be replaced by "thirty (30) days.
17.	Clause 3.32.4.3, Page No. 36 of Section-I	The word "thirty two(32) days" in the Sub Clause 3.32.4.3 of Section-I shall be replaced by "thirty (30) days.
18.	Clause 3.32.6, Page No. 36 of Section-I	The following Clause shall be added after the Sub Clause3.32.5 of Section-I :Cost of arbitration shall be equally shared between the Successful bidder or Contractor and SECI.
19.	Clause 3.35.10, Page No. 39 of Section-I	The following lines in the Sub Clause 3.35.10 of Section-I shall stand deleted:Verbal clarifications and information given by the SECI or its employees or its Representatives shall not be in any way entertained.
20.	Clause 5.2, Page No. 41 of Section-II	Sub Clause 5.2 of Section-II shall be replaced as under: Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total Amount that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

		Sub Clause 6.3.7 of Section-II shall be replaced as under:
21.	Clause 6.3.7 , Page No. 43 of Section-II	Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to the SECI within Fifteen (15) days of issue of LOA.
22.	Clause 6.3.5.4 , Page No. 43 of Section-II	 The following clause to be inserted at the end of Clause 6.3.5.3 a. Matching of levellized tariff shall mean " matching the tariff stream submitted by the lowest bidder in its entirety.(not just matching the levellized tariff with a different tariff stream). b. The levellized tariff shall be calculated up to three decimal places.However in case of a tie it may be expanded to break the tie.
23.	Clause 6.3.8, Page No. 43 of Section-II	The following lines in the Sub Clause 6.3.8 of Section-IIshall be added at the end of the Clause:and forfeit the PBG/Bid Bond.
24.	Clause 6.7.4, Page No. 45 of Section-II	The Sub Clause 6.7.4 of Section-II shall stand deleted.
25.	Clause 6.7.8, Clause 8 & Clause 9, Page No. 46 & Page No 48 of Section-II	The word "Penalty" in the Clause 6.7.8 ,Clause 8 & Clause 9 shall be replaced by "Liquidated damages(LD)".

26.	Clause 8, Page No 48 of Section-II	 8.1. SECI will issue the sanction letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the project identification ,design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 9 months from the date of issue of allocation letter. 8.2. If the bidder fails to commission the sanctioned project within specified time, LD on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months the project will get cancelled
		 and the total PBG amount would be forfeited. Ex: If a project of 500 kW is delayed by 36 days then the LD will be levied as given below. LD = ((Performance Security)/180 days)*delayed days = (15, 00,000 /180)*36 = Rs.3, 00, 000.

		Sub Clause 9.1 of Section-II shall be replaced as under:
27.	Clause 9.1, Page No 48 of Section-II	9.1. TIME OF COMPLETION OF ALLOCATED CAPACITY Project completion shall be 9 months from the date of issue of allocation letter.However, project identification time is limited upto 3 months from the date of issue of allocation letter within which he has to submit project sanction documents to the satisfaction of SECI. Failure of non- compliance of same shall lead to forfeiture of PBG for that State/City in proportion to the capacity identified.
		For example : if "A" has submitted the project sanction documents within 4months time to the satisfaction of SECI and in exceptional circumstances it has been considered by SECI and sanction letter has been issued in the 4 th month then total time left for project commissioning shall be 5 months only.
28.	Format B & Format C of Section IV	Revised formats are enclosed
29.	Format 7 of Section V	Revised format is enclosed

Table-B

Clarification	Clarifications dated 12-04-2014 to RFS No. SECI/Cont./SRT-IV/70/2014 dated 24-03-2014		
Sr.No.	Queries raised by the Prospective Bidder	Clarification provided by SECI	
	COMMERCIAL CLARIF	ICATIONS	
1.	If the Bidding Company is a Consortium, then can the Consortium form an SPV after receipt of the Letter of Allocation for executing all documents and agreements related to the Project?	Successful bidder / Members of the Consortium can form the Project Company. Please refer clause 3.5 of RFS. (Revised Format 10 is enclosed.)	
2.	Can the same company form different consortiums to bid for Projects in different locations?	No. A Bidder can either bid as bidding company or form only one consortium and can bid upto max 5.0 MW capacity.	
3.	What is the tenure for lease agreement to be executed?	25 years	
4.	Can Bid Bond and PBG be furnished by bidding company/lead member of the bidding consortium?	Yes	
5.	How Bid bond(s) of Successful bidder shall be released?	Bid bond(s) of Successful bidder shall be released after the receipt of PBG in the format prescribed by SECI and after the receipt of confirmation of their PBG's from their respective banker.	
6.	What are the permissions and approvals required for the Project. Please clarify the permissions and approvals required for COD?	Since different states may have different requirements Bidder or owner of the building has to ascertain and obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. SECI shall not have any responsibility in this regard.	

7.	Is there any timeline for achieving financial closure for the Project?	No.
8.	Please confirm that the technical experience does not necessarily include Rooftop Solar Project and that it can be any Solar PV Power Project?	Experience should be of any Grid connected Solar PV Power Project.
9.	Is the financial requirement to be met by each member of the consortium in proportion to the equity commitment made by each of them or only the Lead Member is required to fulfill the Networth criterion? Please confirm.	Financial critera shall be fulfilled by the Bidding company/Lead member of the consortium only. Consortium member is required to fullfill only Technical crieteria.
10.	Can an EPC Contractor/O&M Contractor be appointed at the time of Project Implementation? Please confirm.	Yes
11.	Is there any minimum requirement for internal consumption of power and how much can be exported to the grid?	Please refer Clause 34 for details.
12.	Can SECI increase the Maximum Bid capacity of 5MW?	No.
13.	Can the period of commissoning of 6 months be increased?	No, Six (6) months is the upper limit for commissioning. The schedule commissioning time as mentioned in bid document shall prevail.
14.	In case Successful bidder request for increase in allocated capacity as per Clause 6.4.1 and that capacity is already identified by him then how much time shall be given for completion oif project.	For additional capacity, if any shall be commissioned within 3 months from the date of issue of allocation letter. This will include submission of project sanction documents to the satisfaction of SECI.
15.	Whether RESCO are eligible for Subsidy ?	Yes.

16.	Whether SECI can pay 30% of subsidy at the time of issue of sanction letter and can take Bank guarantees of equivalent amount from the Successful Bidder.	Subsidy shall be disbursed as per Clause 6.8 of RFS only.
17.	Can the Bid Bond be converted as Performance Security?	Bid bond received in the form of DD can be converted into Performance Security.
18.	In case of a consortium, who takes the role of bidding company ?	Lead member identified in the Consortium agreement will take the role of bidding company.
19.	Whether FDR shall be allowed to be submitted in place of Bank guarantee or DD?	No
20.	Please refer Clause 1.24 "definition of Owner of the project" and clarify whether in CAPEX Mode, Can a Successful Bidder execute project for a Developer/Financial entity ,having roof lease agreements for 25 Years ,provided cost of energy to user will remain same as specified in RFS document?	Yes but the tariff should be as per Clause 2.1.2, Clause 2.1.2 (i) and Clause 2.1.2 (ii)
21.	Please refer Clause 2.1.1, in Case if Bidder is getting 100% bid capacity in one Tier-2 city or vice versa ,may bidder be waived from this clause of meeting "Each city installation criteria "?	As per the Clause 2.1.1,Successful Bidder has to execute the capacity allocated in Tier-1 city and Tier-2 city.There will be no relaxation for Tier-2 city allocation other then the relaxation provided in Clause 6.5.4 of RFS.
22.	Please refer Clause 3.5, and clarify if Project Company with "Owner" of the project shall be allowed provided SECI clause is implemented?	Yes
23.	Please refer Clause 3.20 ,and specify in which format NOC from discom is required?	No specific format is envisaged in the RFS document for obtaining NOC, however, it should be clearly stated that DISCOM has no objection for the grid connectivity.

24.	Please refer Clause 6.8.4 ,and clarify in such case, Can Bidder take a single PO bearing extra work amount and SECI bid amount with mention of SECI LOA reference etc,as subsidy shall be reimbursed to bidder based on LOA issued to Bidder.	Yes .
25.	Please refer Clause 6.7.3 and please relax the criteria for identification of roofs in 3months time period?	RFS conditions will prevail.
26.	Please refer Clause 2.1.1 and please add more cities in the category of Tier-2 as there are handful of spaces available in many of the Tier-2 cities specified in RFS.	Conditions mentioned in RFS shall prevail.
	Please refer Clause 3.4 and a. allow Partnership firms to participate as many MNRE channel partners wishes to participate, but cannot do so as only Company is allowed to participate?	a. No relaxation .
27.	b. Relax the criteria of 100kWp technical eligibility requirement ?	 b. Criteria is relaxed and now minimum 50kWp technical experience is allowed.Please refer amendment issued by SECI.
	 c. Please allow consortium to participate in this bidding process so that new companies can also participate 	c. Technical consortium have now been allowed . Please refer to amendment
28.	Bidder has to bid for State or City?	Bidder shall bid for State.However allocation of projects shall be done in both Tier-1 and Tier-2 cities identified for that state.
29.	Two bidders can have different tariffs due to structural difference eg. difference in the ability to avail accelerated Depreciation(AD). An IPP will never be able to match the bid by a corporate	The % of "tariff with AD benefits" to "tariff Without AD benefits" has been assumed as (87.5). So same correction factor shall be used for comparison of bids.In the clause 2.1.2 maximum

	that can avail accelerated depreciation. How SECI shall compare the price bids submitted under Part-B.	allowable tariff has been taken as Rs 6.75/kWh without AD benefits which after using the AD benefits will be rounded off to Rs 5.90/kWh. For Part-B,bidder shall either bid with accelerated depreciation(AD) or shall bid without accelerated depreciation and not for both.	
30.	Please refer clause 6.3 and consider the suggestion for not matching the price of L1 as a. there is always a risk of the L1 bidder putting in an extremely low and unviable bid and spoiling the bidding process.	a. Conditions mentioned in RFS shall prevail.	
31.	Is it possible to have information on roofs already identified by SECI before bidding as bidder may have already identified the roofs before bidding?	Yes,please refer tentative locations as enclosed in Annexure-C	
32.	Please define Engineer in charge?	"Engineer-in-Charge" shall mean the person designated from time to time by the SECI and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.	
33.	 a. Please clarify that rooftop solar projects that were setup under MNRE's Off-grid subsidy scheme would also qualify for the eligibility criterion. b. Rooftop solar systems (without battery backup) that were setup under the MNRE scheme used grid-tied inverters and while these systems primarily supplied power to the host building, any surplus power (say in the case of a weekly off) would flow back into the Grid. This is similar to the Grid interactive projects being bid out under the extant bid. We would therefore request you to consider offgrid systems as well 	Only grid connected systems are allowed.	

	for the technical eligibility.		
34.	Please refer Financial eligibility criteria and include compulsory convertible debentures(CCD) and compulsory convertible preference shares(CCPS) for equity purpose in the computation of Net-worth.	Will not be considered for either equity infusion or in the computation of Networth .	
35.	Please refer Clause 6.5 and explain what will happen in exceptional cases of transferring project from tier-2 city of the State having only one city in tier -2 category to tier-2 city of other State having multiple cities in Tier-2.Does bidder have to split capacity and do equal capacity in every city?	SECI at its sole discretion may allocate the capacity in one or more tier-2 cities depending on the capacity involved and other factors.	
36.	Is bidder allowed to transfer project from one City to another,only when unallocated capacity is available in that particular city or otherwise also?		
37.	Kindly let us know how the Levelized tariff will be calculated by you. This will help us to use the same formula and will avoid any confusion?	Please refer the Section-IV,Revised Format-C enclosed.	
38.	Please refer Clause 3.5 and clarify If the bidder is a fund company which plans to invest in a RESCO project floating a project company, Whether SECI can waive off the technical eligibility criteria (or) SECI may also consider a project company with one qualifying company and one funds company with 49% and 51% shares respectively.	Conditions mentioned in RFS shall prevail	
39.	On the bid opening day once the L1 prices for each state are announced, what timeline will be given to L2,L3 etc to match L1 price?	All the qualified bidders of the State except the L1 bidder will be given 7 days from the date of notification of L1 price on SECI website to give their consent to execute the work at L1 price	

		failing which it will be assumed that they are not interested to match L1 price. If in case of more than one such response is received expressing their consent to match the L1 price and to execute the capacity in the State then the preference shall be given in the ascending order of the bid quoted by the bidder.ie first preference will be given to L2 then L3 and so on.
40.	For identification of projects, SECI or state nodal agency (SNA) may provide help. However the entire responsibility of finding the buildings lies with the Bidder. Please note that SECI should make aware the Nodal agencies about the scheme well in advance?	Noted
41.	Is it possible for us to bid in non RESCO states through capex model and do an energy sale?	Yes but the tariff should be as per Clause 2.1.2, Clause 2.1.2 (i) and Clause 2.1.2 (ii)
42.	In Cl. 3.32.4.2 of Section I, we request to please consider to amend clause "the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers" with the following- "the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996".	In case both the arbitrators are unable to decide on the 3 rd arbitrator then the Appointing authority i.e MD, SECI shall have the authority to nominate the 3 rd arbitrator
43.	Networth computation : The RfS requires networth to computed based on the audited annual accounts of the last financial year immediately preceding the Bid Deadline. Considering this, the networth shall have to be computed based on audited account of FY 2014.	Audited annual accounts of FY 2013 will be acceptable, if audited annual accounts for FY 2014 is not ready. All other Conditions mentioned in RFS shall prevail

However, since the audit of the accounts takes some time after the year closing, we would request you to allow the computation based on the Statutory Auditor's certificate based on unaudited accounts. Also, as requested earlier, the networth maybe allowed as on a date 7 days prior to the bid deadline.	
Please refer Clause 6.3.4.2 and please clarify if none of the qualified bidder matches the L1 price then what shall be the SECI stand?	 The intent has been to have more than one bidder in a State at L1 rate .So apart from the procedure adopted under clause 6.3 of RFS,following methodology has been adopted to allocate the remaining capacity: a. In such cases ,the details of the remaining. capacity under each State and the L1 price of that State will be notified through SECI website for information to all the qualified bidders who have been allocated less than 5MWp.All qualified bidders within 7 days from the date of notification on SECI website or against individual intimation shall give their consent to SECI for execution of the remaining capacity at L1 rate of the State they are interested . b. In case of more than one such response is received expressing their consent to execute the capacity in the State they are interested then the preference shall be given to the bidder who has the least capacity allocated for execution within 5 MWp.

		 For example: If bidder A and B both show consent to execute at L1 rate and if bidder "A" already has 1 MWp allocated to him for execution and bidder "B" has no capacity allocated against this RFS then Bidder B will get the preference and will be selected for allocation. c. In case of tie- up between two bidders on capacity allocated for execution within 5 MWp then capacity shall be allocated on pro-rata basis. d. Above methodology shall be adopted for Part-A and Part-B separately.
	TECHNICAL CLAR	IFICATIONS
	Queries raised by the Prospective Bidder	Clarification provided by SECI
1		
45.	Is the requirement of structure load of 60kg/m ² exclusive of wind load?	Yes
45. 46.	Is the requirement of structure load of 60kg/m ² exclusive of wind load? Please clarify the requirement of measurement of relative humidity?	
	Is the requirement of structure load of 60kg/m ² exclusive of wind load? Please clarify the requirement of measurement of relative humidity? Spares are to be stored at site.Does this mean that the spares would be owned by the customer?	Yes
46.	Is the requirement of structure load of 60kg/m ² exclusive of wind load? Please clarify the requirement of measurement of relative humidity? Spares are to be stored at site.Does this mean that the spares would be owned by the	Yes Not required It should be mutually decided between owner of

	termination points at 440V be allowed?	
50.	Please refer clause 27(a) and suggest that the maximum permissible capacity for rooftop shall be 1MW for a single metering point.Please clarify as this contradicts the statement where it is stated that size of the project should be in range of 10kWp to 500kWp.	Both are independent conditions and both prevail.
51.	Please refer Clause 27 and clarify the following: a. whether one large roof can have separate connectivity and metering at 415V if each metering point is of less than 100kWp capacitry?	a. Yes.
	b. If the premise does not have a HT connection then also the connectivity is required to be at HT or in such cases it is permitted to connect at 415 V.	 b. It will be guided by the prevailing rules and regulations of respective Discom / SERC.
52.	Please refer Clause 2.3 and clarify the following: a. Whether one project at a single location may be executed through PV installations on multiple sets of roofs with separate metering or multiple installations with separate metering on one large roof.	Yes.
53.	Please refer Clause 7.4.1 and clarify if a system is connected to LT side for sensing the grid frequency can be considered eligible, if the entire energy is being consumed internally with no flow back of energy to grid?	RFS conditions shall prevail.
54.	Please clarify whether NOC is required for system less than or equal to 100kWp system as	Yes

	well, as the voltage level is LT and solar power is used for the captive use only?	
55.	Please refer Clause 17 and clarify that why RfS restrict the use of DCDB only in case of Central Inverters. In case of string Inverters, DCDB is not required as string Inverters are placed at the rooftop.	RFS document does not restrict the use of DCDB
56.	Please clarify whether Clause 12.1.2.1 is applicable for RESCO model also?	NO
57.	Capacities such as 200kWp or 300kWp can be connected at 415V - three phase level. Stepping upto 11kV HT level for a 200kWp system will only increase the cost of the project and will put bidders quoting for higher capacities at a disadvantageous situation. Please clarify.	As per guidelines issued by CERC/CEA and
58.	Industrial roof typically may not have ideal orientation as well inclination. Over and above that when modules are mounted on metal sheets closer to them the cell temperature would be higher increasing losses on account of higher temperature. Hence maintaining PR of 75% would be difficult in case of Industrial roofs. Please consider the above and suggest appropriate changes?	In such cases it is the responsibility of Structural Engineer to take care of the roof inclination and temperature rise and design structure accordingly
59.	Please refer Clause 14.1.2c, and clarify whether it is at the module level or array level?	Surge Protection at string level and By-Pass diode at module level.
60.	Please refer Clause 14.1.2g, and clarify whether the module should comply this during operation or initially during supply how would they check it?	These parameters should reflect clearly in FTRs submitted by manufactures as a part of check list.
61.	Please refer Clause 16 and clarify whether Junction boxes are compulsory or optional?	RFS conditions shall prevail.

62.	Please refer Clause 16 c and clarify whether instead of reverse blocking diodes can we use string fuses?			
63.	Please refer Clause 18 d and clarify whether we can use other AC type of AC distribution boards which are wall mounted?	Yes with all protective device		
64.	Please refer Clause 22 XXII and clarify whether monitring of control room temperature is compulsory?	Control room temp not required		
65.	i) Please refer Clause 28 b and clarify whether the entire inverter can be provided as spare part.	i)If the design is based on string inverter. Yes, spare inveter can be given.		
	ii) How much % spare part must be provided?	ii) Will depend on agreement between bidder and owner of Roof Top unless specified by manufacturer.		
66.	In case if greater than 100 kWp project is for captive consumption & the client is willing to integrate the output at 415V, Should SECI insist on 415V/11 kV step-up tranfomer or grind connectivity/exports?	It will be guided by the prevailing rules and regulations of respective SERC/ Discom.		
67.	Clause 23 page 61 of RfS states that the bidder must take approval/NOC from the concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to SECI before commissioning of SPV plant. Whether this is applicable only for HT evacuation system i.e. > 100 kWp ?	Applicable for all capacities		
68.	Regarding No Objection Certificale (NOC) from DISCOM for Grid connectivity, SECI should send official letter to all state DISCOMs which is being identified in the RFS released by SECI, so that	Noted. Successful bidders after allocation and after identification of roof should inform about the Discom to SECI for enabling SECI to write to Discom.		

	the respective DISCOMs should be aware about this scheme as well as the copy of same letter should be provide to successful bidder which will kelp us while discussing with DISCOM authorities for NOC		
69.	Please refer Clause 26 xi and xii and clarify on Global Standards reflect minimum loss of 2% in DC cables?	2% is Acceptable	
70.	Please refer Clause 22 xxi and clarify on the Requirement of Diffused beam solar radiation measurement?This requirement is unique and the instrument cost is too expensive and if will be use for plant size of 10kWp to 100kWp its not going to justify the price of system.	Only GHI is required to be measured.	
71.	Please refer Clause 22 vii, a. In case the building will have OLD Energy Meters which in case needs to be replaced by Digital Energy Meters, which means the DISCOMs can only perform this by changing new meter, where the bus will have existing CT/PT available so why CT/PT is required again?	 a. The accuracy of one set of CT & PT should match that of Energy meter 	
	b. Digital Energy Meters will log all parameters related with AC but DC voltage can't be part of Energy Meter as it can be displayed at PCU panel itself, kindly clarify	 b. Bi-directional energy meter in addition to the digital display of PCU shall be installed. 	
72.	Please refer Clause 15b, It is a request to SECI to please specify recognized Lab/ Institution in their clarification, also need to consider the timelines been taken by these said recognized Lab/ Institution for testing and providing reports as this will be part of project execution duration.	Such a certificate can be sought from Civil/Structural Engineering Department of any recognised Institute	

	Also kindly specify at what stage this report needs to be submitted	
73.	As per the requirement of the tender all outdoor panels to have protection of IP65 or better. Market only provides for IP54 or better. Request to please advise on this.	RFS conditions shall prevail.

SECTION-IV

PRICE BID FOR CAPEX MODEL (PART-A)

{(To be submitted in a separate envelope for each State (Cities)}

Date: _____

RFS No: SECI/Cont./SRT-IV/70/2014 dated _____

Sr.No	Description	Name of	πικνγρ		
	Description	the State		Unit Rate(Rs/Wp)	Amount(in Rs)
				В	(1000 xAXB)=C
1.	Design,Engineering,Manufacturing, Storage,Civil Work ,Supply, Erection, Testing & Commissioning including trail Operation, Operation & maintenance for a period of 2 years including Power Evacuation System and cost of replacement of all the parts, covered under Guarantee period for a period of 2 years from the date of commissioning of Roof top Solar PV system in Cities/states in India(Phase-IV).				

Rupees in Figures		
Rupees in words		

Yours faithfully

Date:	Signature:
Place:	Name
Business Address:	Designation:
Country of Incorporation	: (Company Stamp)
(State or Province to be	indicated)

SECTION-IV

PRICE BID WITHOUT ACCELERATED DEPRECIATION FOR RESCO

MODEL (PART-B)

(To be submitted in a separate envelope for each State _____

Date: _____

RFS No: SECI/Cont./SRT-IV/70/2014 dated _____

Year of Operation	Tariff (Rs/kWh)	Discount Factor (11%)	Discounted Tariff (Rs/kWh)
(1)	(2)	(3)	4=(2)X(3)
Year 1 w.e.f. date of commercial operation to 31 st March of immediately succeeding financial year		1.000	X1
Year 2 w.e.f. 1 st April to 31 st March of immediately succeeding financial year		0.901	X2
Year 3 w.e.f. w.e.f. 1 st April to 31 st March of immediately succeeding financial year		0.812	Х3
Year 4 w.e.f. w.e.f. 1 st April to 31 st March of immediately succeeding financial year		0.731	X4
Year 5 w.e.f. 1 st April to 31 st		0.659	X5

March of immediately		
succeeding financial year		
Year 6 w.e.f. 1 st April to 31 st		
March of immediately	0.593	X6
succeeding financial year		
Year 7 w.e.f. 1 st April to 31 st		
March of immediately	0.535	X7
succeeding financial year		
Year 8 w.e.f. 1 st April to 31 st		
March of immediately	0.482	X8
succeeding financial year		
Year 9 w.e.f. 1 st April to 31 st		
March of immediately	0.434	X9
succeeding financial year		
Year 10 w.e.f. 1 st April to		
31 st March of immediately	0.391	X10
succeeding financial year		
Year 11 w.e.f. 1 st April to		
31 st March of immediately	0.352	X11
succeeding financial year		
Year 12 w.e.f. 1 st April to	0.047	N/ A
31 st March of immediately	0.317	X12
succeeding financial year		
Year 13 w.e.f. 1 st April to		
31 st March of immediately	0.286	X13
succeeding financial year		
Year 14 w.e.f. 1 st April to		
31 st March of immediately	0.258	X14
succeeding financial year		

Year 15 w.e.f. 1 st April to		
31 st March of immediately	0.232	X15
succeeding financial year		
Year 16 w.e.f. 1 st April to		
31 st March of immediately	0.209	X16
succeeding financial year		
Year 17 w.e.f. 1 st April to		
•	0.188	X17
31 st March of immediately	01100	<i>7</i>
succeeding financial year		
Year 18 w.e.f. 1 st April to	0.170	X18
31 st March of immediately	0.170	XIO
succeeding financial year		
Year 19 w.e.f. 1 st April to	0.153	X19
31 st March of immediately	0.155	×19
succeeding financial year		
Year 20 w.e.f. 1 st April to	0.100	Yoo
31 st March of immediately	0.138	X20
succeeding financial year		
Year 21 w.e.f. 1 st April to		
31 st March of immediately	0.124	X21
succeeding financial year		
Year 22 w.e.f. 1 st April to		
31 st March of immediately	0.112	X22
succeeding financial year		
Year 23 w.e.f. 1 st April to		
31 st March of immediately	0.101	X23
succeeding financial year		
Year 24 w.e.f. 1 st April to		
31 st March of immediately	0.091	X24
succeeding financial year		
U U U U U U U U U U		

Year 25 w.e.f. 1 st April to 31 st March of immediately succeeding financial year		0.082	X25
Total 9.351		"X"=(X1+X2+X3++X25)	
Levellized Tariff for 25 years(in Rs /kWh)= "X" / 9.351			
Levellized Tariff for 25 years in words			

Note:

- a. AD mean Accelerated Depreciation.
- b. Bidder shall either bid with accelerated depreciation(AD) or shall bid without accelerated depreciation and not for both.
- c. Matching of levellized tariff shall mean " matching the tariff stream submitted by the lowest bidder in its entirety (not just matching the levellized tariff with a different tariff stream).
- d. The levellized tariff shall be calculated up to three decimal places. However in case of a tie it may be expanded to break the tie.
- e. Tariff stream quoted by the bidder shall be levellized with a discounting rate of 11% only.
- f. Maximum allowable levellized tariff for this part is Rs.6.75 Per kWh.
- g. Tariff in the first three years shall not exceed Rs.6.00 Per kWh.
- h. Tariff in any year shall either be equal to or more than the tariff in the immediately preceding year.
- i. Bids not in conformity with above provisions will be rejected.

Yours faithfully

Date:	Signature:	
Place:	Name	
Business Address:	Designation:	(Company Stamp)

REVISED FORMAT-C

SECTION-IV

PRICE BID WITH ACCELERATED DEPRECIATION FOR RESCO

MODEL (PART-B)

(To be submitted in a separate envelope for each State _____

Date: _____

RFS No: SECI/Cont./SRT-IV/70/2014 dated _____

Year of Operation	Tariff (Rs/kWh)	Discount Factor (at 11%)	Discounted Tariff (Rs/kWh)
(1)	(2)	(3)	4=(2)X(3)
Year 1 w.e.f. date of commercial operation to 31 st March of immediately succeeding financial year		1.000	X1
Year 2 w.e.f. 1 st April to 31 st March of immediately succeeding financial year		0.901	X2
Year 3 w.e.f. w.e.f. 1 st April to 31 st March of immediately succeeding financial year		0.812	Х3
Year 4 w.e.f. w.e.f. 1 st April to 31 st March of immediately succeeding financial year		0.731	X4

Year 5 w.e.f. 1 st April to 31 st	0 650	X5
March of immediately	0.659	ζ
succeeding financial year		
Year 6 w.e.f. 1 st April to 31 st	0.500	VC
March of immediately	0.593	X6
succeeding financial year		
Year 7 w.e.f. 1 st April to 31 st	0.505	V7
March of immediately	0.535	Х7
succeeding financial year		
Year 8 w.e.f. 1 st April to 31 st	0.400	Vo
March of immediately	0.482	X8
succeeding financial year		
Year 9 w.e.f. 1 st April to 31 st	0.404	Vo
March of immediately	0.434	X9
succeeding financial year		
Year 10 w.e.f. 1 st April to	0.004	X40
31 st March of immediately	0.391	X10
succeeding financial year		
Year 11 w.e.f. 1 st April to	0.050	N44
31 st March of immediately	0.352	X11
succeeding financial year		
Year 12 w.e.f. 1 st April to	0.047	N40
31 st March of immediately	0.317	X12
succeeding financial year		
Year 13 w.e.f. 1 st April to	0.000	×40
31 st March of immediately	0.286	X13
succeeding financial year		
Year 14 w.e.f. 1 st April to	0.070	
31 st March of immediately	0.258	X14
succeeding financial year		

Year 15 w.e.f. 1 st April to		
31 st March of immediately	0.232	X15
succeeding financial year		
Year 16 w.e.f. 1 st April to		
31 st March of immediately	0.209	X16
succeeding financial year		
Year 17 w.e.f. 1 st April to		
•	0.188	X17
31 st March of immediately	01100	<i>7</i>
succeeding financial year		
Year 18 w.e.f. 1 st April to	0.170	X18
31 st March of immediately	0.170	XIO
succeeding financial year		
Year 19 w.e.f. 1 st April to	0.153	X19
31 st March of immediately	0.155	×19
succeeding financial year		
Year 20 w.e.f. 1 st April to	0.100	Yoo
31 st March of immediately	0.138	X20
succeeding financial year		
Year 21 w.e.f. 1 st April to		
31 st March of immediately	0.124	X21
succeeding financial year		
Year 22 w.e.f. 1 st April to		
31 st March of immediately	0.112	X22
succeeding financial year		
Year 23 w.e.f. 1 st April to		
31 st March of immediately	0.101	X23
succeeding financial year		
Year 24 w.e.f. 1 st April to		
31 st March of immediately	0.091	X24
succeeding financial year		
U U U U U U U U U U		

Year 25 w.e.f. 1 st April to 31 st March of immediately succeeding financial year	0.082	X25
Total 9.351		"X"=(X1+X2+X3++X25)
Levellized Tariff for 25 years(in Rs /kWh)		
Levellized Tariff for 25 years in words		

Note:

- a. AD mean Accelerated Depreciation.
- b. Bidder shall either bid with accelerated depreciation(AD) or shall bid without accelerated depreciation and not for both.
- c. Matching of levellized tariff shall mean " matching the tariff stream submitted by the lowest bidder in its entirety (not just matching the levellized tariff with a different tariff stream).
- d. The levellized tariff shall be calculated up to three decimal places. However in case of a tie it may be expanded to break the tie.
- e. Tariff stream quoted by the bidder shall be levellized with a discounting rate of 11% only.
- f. Maximum allowable levellized tariff for this part is Rs.5.90 Per kWh.
- g. Tariff in the first three years shall not exceed Rs.5.25 Per kWh.
- h. Tariff in any year shall either be equal to or more than the tariff in the immediately preceding year.
- i. Bids not in conformity with above provisions will be rejected.

Yours faithfully

Date:	Signature:
Place:	. Name
Business Address:	Designation:

(Company Stamp).....

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT (AS PER CLAUSE 3.4)

(To be submitted on the letterhead of Bidding Company / Lead Member))

To,

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

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme in selected Cities/States in India (Phase-IV) in response to the RFS No: SECI/Cont./SRT-IV/70/2014 dated: 24-03-2014

We submit our Bid/Bids for the total capacity ofMW (Insert total offered capacity in MW; for Bids for which we submit details of our Financial Eligibility Criteria Requirements.

SL.NO	STATE (CITIES)	BID CAPACITY IN KWP		
PART-A (CAPE	EX Model)			
1				
2				
3				
SUB TOTAL (A	SUB TOTAL (Å)			
PART-B (RESO	CO Model)			
1				
2				
3				
SUB TOTAL (Å)				
GRAND TOTAL (A+B)				
(SHALL NOT E	XCEED 5 MWp)			

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover as follows (**strike out whichever is not applicable**):

The Annual turnover of RupeesCrore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year as per Clause 3.4.3

or

Net worth of Rs.....Crore computed as per instructions provided in Clause 3.4.3.

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Year of Incorporation	Annual Turnover (Rs. Crore)	Net worth as per Clause 3.4.3 (in Rs. Crore)

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

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

Yours faithfully

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

Name:	
Date:	
Place:	

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

Name:
Date:
Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this_ dav of 2013 between M/s [insert name of Lead Member1 Firm а / Company incorporated under the laws of and having its Registered Office at ______ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns)

and

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

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

WHEREAS the Solar Energy Corporation of India(hereinafter called SECI or Employer) ,a section -25 Company incorporated under the Company's Act, 1956 has invited response to RFS No. SECI/Cont./SRT-IV/70/2014 dated 24.03.2014 for design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for a period of 2 years of Roof Top Solar PV power system in selected Cities/States in India(Phase-IV).

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

 We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s_____), shall act as the Lead Member as defined in the RFS for self and agent for and on behalf of Technical Member _____.

- 2. The Lead Member is hereby authorized by the Technical Member of the Consortium to bind the Consortium and receive instructions for and on their behalf.
- 3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- 4. Subject to the terms of this Agreement, the Technical member shall be responsible for providing technical knowledge for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 2 years of Roof Top Solar PV power system in selected Cities/States in India(Phase-IV)" to the lead member.
- 5. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- 6. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- 7. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the RFS document.
- 8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the RFS submitted to SECI and shall remain valid till completion of the job assigned to the Contractor.
- 9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFS.
- 10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of SECI.
- 11. This Agreement
 - (a) Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

(c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.

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

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

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

Witnesses:

2) Signature
Name:
Address:

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

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

Witnesses:

Annexure-C

LIST OF TENTATIVE PROJECTS IDENTIFIED BY SECI FOR CAPEX/RESCO MODEL (PART-A/PART- B)

S.No.	Tentative Capacity of the Project	Client Name	Name of the State
1.	1MWp	Airforce station at Yelahanka,Bangalore	Karnataka
2.	1MWp	NALCO	Odisha(Angul)
3.	3MWp	Central University of Jharkhand, Ranchi 835205, Jharkhand	Jharkhand
4.	1MWp	NDMC,Delhi	Delhi
5.	500kWp	DMRC	Delhi
6.	6. 1MWp Northern Railway		Delhi
7.	7. 500kWp India Habitat Centre (IHC)		Delhi
8.	250kWp Neyveli Lignite		Tamil Nadu
9.	500kWp	IIIT, HYDERABAD	AP
10.	500kWp	APPA, HYDERABAD	AP

Note: Above locations & capacities are only tentative in nature. SECI reserves the right to add/change location with capacity.