

**SOLAR ENERGY CORPORATION OF INDIA**  
**New Delhi-17**

SECI/Cont./77/2015

09-10-2015

**Subject:** Amendments No-1 & Clarifications No 1 to RFS No. SECI/Cont./77/2015 dated 09-09-2015 for Implementation of Grid Connected Roof Top Solar PV System scheme in different States in India on the Roofs of CPWD under RESCO model.

Dear Sir,

Further to our RFS No. SECI/Cont./77/2015 dated 09-09-2015, please find attached an Amendment No-1 dated 09-10-2015 to our above mentioned RFS as **Table-A**. This amendment shall form an integral part of the RFS dated 09-09-2015 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 09-09-2015 taken up by various prospective bidders during the Pre Bid Conference held at SECI office on 17-09-2015 at 11a.m.

**Last date of bid submission and Opening of Techno-Commercial bids has been extended upto 22<sup>nd</sup> October, 2015.**

All other terms and conditions of RFS shall remain same.

Thanking you,

Yours faithfully,

Sd/-  
(Avnish Parashar)  
Dy. Manager(C)

**Table-A**

<b>Sr. No.</b>	<b>Reference to the Clause, Page No. and Section of the RFS No. SECI/Cont./77/2015 dated 09-09-2015</b>	<b>Old Clause</b>	<b>Amended Clause/Amendment of any term as referred in the reference Clauses of RFS</b>
1.	Clause 1.27,page no 9,"Definitions & Abbreviations"	<b>"Parent Company"</b> shall mean a company that holds at least twenty six percent (26%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be;	<b>Parent Company"</b> shall mean a company that holds more than Fifty (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be
2.	Clause 2.3.1,page no 14	The size of each project shall be in the range upto 500 kWp. One project comprise of one roof only. Each roof top unit can separately connect with the grid and may have separate meters.	The size of each project shall be in the range upto 500 kWp. One project may however comprise of several rooftop units. Each roof top unit can separately connect with the grid and may have separate meters.
3.	Clause 3.2,page no 15,para 1	Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 10. Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that no change in the controlling equity of the Bidding Company is done before 5 years from the date of commissioning of the sanctioned capacity requires prior approval of SECI.	Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 10. Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that no change in the controlling equity of the Bidding Company is done before 2 years from the date of commissioning of the sanctioned capacity and above requires prior approval of SECI.
4.	Clause 3.4.3 a (ii),para 1 <sup>st</sup> ,Page No 16,Section-I	Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The	Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The

		<p>Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.</p>	<p>Computation of Net worth shall be based on unconsolidated audited annual accounts, not later than 7 days immediately preceding the Bid Deadline. The computation of Net-Worth shall be based on unconsolidated audited annual accounts of the last Financial year (FY) immediately preceding the Bid Deadline. However, for the companies which are incorporated in the current FY and has not computed one FY, their Net-Worth shall be based on the accounts, 7 days immediately preceding Bid –Deadline. In that case, the Bidder shall be required to furnish Management certified annual accounts along with certification from Chartered Accountant, which are supported by Bank Statements. Share premium can be included in the Net-worth calculation in case of listed companies in India only.</p>
5.	<p>Clause 3.15.1, Page No 23, Section-I</p>	<p>Within 30 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security calculated in the same manner as Bid Bond amount for the allocated capacity only. <b>PBG shall be submitted for different states of India (i.e. PART-II).</b></p> <p>The formula applicable to calculate the PBG amount will be:  PBG amount for W.B = (Rs. 30.00 Lakh) X Allocated Capacity in MWp in a State.</p>	<p>Within 30 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security for the allocated capacity only @ 12 Lakhs per MWp. Separate <b>PBG shall be submitted for different states of India (i.e. PART-II).</b></p> <p>The formula applicable to calculate the PBG amount will be:  PBG amount for W.B = (Rs. 12.00 Lakh) X Allocated Capacity in MWp in a State.</p>

6.	Clause 3.27,Page No 29,Section-I	The successful bidder shall be required to meet minimum guaranteed generation within Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of 30% subsidy and as per Clause 6.8 of Section-II. Minimum CUF of 15% should be maintained for a period of 5 years for fulfilling one of the condition for release of PBG. The bidder should send the periodic plant output details to SECI for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.	The successful bidder shall be required to meet minimum guaranteed generation within Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of 15% subsidy and as per Clause 6.8 of Section-II. Minimum CUF of 15% should be maintained for a period of 5 years for fulfilling one of the condition for release of PBG. The bidder should send the periodic plant output details to SECI for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.
7.	Clause 3.30,Page No 30,Section-I	SECI will not release the subsidy for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also the performance related subsidy will not be released in case CUF falls below 15% during O&M period of 25 years.	SECI will not release the subsidy for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also the performance bank guarantee shall be forfeited in case CUF falls below 15% during O&M period of 5 years.
8.	Clause 6.8.1,Page No 40,Section-II	SECI will provide 15% of the Project Cost as quoted by the Successful Bidder in Price Bid as subsidy.	SECI will provide fixed subsidy of Rs 12/Wp as per RFS.
9.	Clause 6.5.2 ,Page No 38,Section-III	SECI may allow transfer of capacity from one state to another at the sole discretion of SECI. However, inter-state transfer of allocated	SECI may allow transfer of capacity from one state to another at the sole discretion of SECI. However, inter-state transfer of allocated

		capacity shall be done at the price quoted by Successful bidder or at the L1 price of the new State, whichever is lower.	capacity shall be done at the price quoted by Successful bidder or at the L1 price of the new State, whichever is lower.  Further, Bidder can transfer, at SECI's sole discretion, their allocated capacity in those States also which are not the part of RFS at the lowest levelized tariff received against all the States.
10.	Clause 27(a),Page No 56,Section-III	The maximum permissible capacity for rooftop shall be 1 MW for a single net metering point.	The maximum permissible capacity for rooftop shall be 500kWp for a single net metering point.
11.	Format 7,page no 78,para 1 <sup>st</sup>	We submit our Bid/Bids for the total capacity of 5MWp for which details of our Financial Eligibility Criteria Requirements are as follows	We submit our Bid/Bids for the total capacity of __MWp for which details of our Financial Eligibility Criteria Requirements are as follows
12.	Format 7,page no 78,"Sub"	Bid for Implementation of Grid connected Roof Top Solar PV System scheme in (Phase-V) in response to the RFS No: SECI/Cont./77/2015 dated: 21-07-2015	Bid for Implementation of Grid connected Roof Top Solar PV System scheme in (Phase-V) in response to the RFS No: SECI/Cont./77/2015 dated: 09-09-2015

Table-B

Clarifications dated 09-10-2015 to RFS No. SECI/Cont./77/2015 dated 09-09-2015		
Sr. No.	Queries raised/Suggestion provided by the Prospective Bidder	Clarification provided by SECI
<b>COMMERCIAL CLARIFICATIONS</b>		
1.	Ref. Page 16, Clause no. 3.4.3 (a)(ii). The document mentions that bidder should have net worth of Rs. 3 crore/MW based on audited accounts for FY2014-15. Our company was incorporated in FY-14. But the net worth was less Rs. Cr/MW, although the promoters had sufficient net worth.. Plz relax the above condition.	The computation of Net-worth shall be based on unconsolidated audited annual accounts not later than 7 days before the bid –deadline of the company only. Please see the Amendment
2.	Ref: Clause no. 3.4.1 on page no. 15, the general eligibility criteria is that the bidder should be registered as a company under the company act 1956 or 2013. Actually my company is registered under the partnership act 1932. We have Solar PV System listed on our SSI certificate. Are we eligible to apply?	Only companies under Indian Companies Act 1956 or 2013 are eligible.
3.	What maximum capacity a single bidder can bid?	10MWp only.
4.	What is the policy if any state is not having Net Metering e.g.: Madhya Pradesh.	The Bid conditions are that provision of Net Metering in the state is an essential requirement and non-availability of Net Metering policy in the state may render the project ineligible for release of subsidy. Bidder shall submit bid accordingly.

5.	Whether L1 would be separate for each state?	Yes
6.	Please include Rajasthan CPWD buildings in the RFS of 50MW roof top tender?	RFS terms and conditions shall prevail. Further, Bidder can transfer, at SECI sole discretion, their allocated capacity in those States also which are not the part of RFS at the lowest levelized tariff arrived in this tender only. Please see the Amendment.
7.	Clause 7.2: Bid bond and Processing fee submission: Bid bond shall be submitted separately for different States in India for the offered capacity in a separate envelope (along with processing fee) superscribed with name of the State & other details. We request you to please clarify, if the processing fee also needs to be submitted separately for every State.	Processing fee of all States may be submitted in the form of consolidated Demand Draft.
8.	Who will buy the power generated by Rooftop SPV systems	It depends upon the PPA signing between Successful bidder and the roof top owner.
9.	Payments will be made to the bidders by Centrally or by Individual offices	It depends upon the PPA signing between Successful bidder and the roof top owner.
10.	Please incorporate draft of lease agreement.	As there is no lease rental charged by CPWD. So, no lease deed is required. Other terms and conditions shall be governed through PPA & RFS.
11.	Some CPWD offices are in the premises of other government buildings, are those building's rooftop also owned by CPWD?	To ascertain it Bidder may discuss with the CPWD officials as per the contact details listed out on CPWD website for further information in this regard.
12.	Actual consumptions of CPWD offices data sheet	Bidder are advised to visit the site and collect the data on their own. Bidder may discuss with the CPWD officials as per the contact details listed out on CPWD website for further information in this regard.

13.	PPA: Salvage Values – Price with Rs80/Wp (Is it the base price)	PPA terms and conditions shall prevail.
14.	Will there be different bids for with AD and without AD	No.
15.	Criteria of DCR and Non DCR	There is no categorisation of DCR and Non DCR. However, modules should be manufactured in India.
16.	Material used in installing the SPV system brought from Foreign Companies manufacturing in India is allowed?	Yes Allowed subject to Serial 15 above.
17.	Processing fee & bid bond are required to be submitted in separate form in different States?	No. Bid bond shall be submitted separately for different State along with the Bid proposal. However, one single DD can be furnished aggregating the amount required for processing fee for different state selected by the bidder for bidding.
18.	SECI charges mentioned are inclusive or exclusive of taxes	SECI charges are exclusive of taxes and duties. Taxes and duties shall be paid extra.
19.	If construction work is proposed to start on the building after installing SPV system then who will bear the shifting charges and who will take the responsibility of the material.	PPA terms and conditions agreed between the generator and roof owner shall prevail
20.	Who will be the correct person to interact in CPWD offices regarding installation of Rooftop SPV system?	Information may be obtained from CPWD office as given on CPWD website.
21.	Subsidy as per Clause no. 1.39, Page no. 10 is 15% and as per Clause no. 3.27, Page no. 29 is 30%, please clarify?	Please see the Amendment.
22.	If company is eligible financially and not technically, can apply with joint venture?	Yes. In this case consortium agreement as per Format 10 needs to be enclosed along with Bid.



23.	<p>Clause no. 1.1. “ Affiliate” shall mean a company that either directly or indirectly a. controls or .....</p> <p>a Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.</p> <p>Clause no. 1.27. “Parent Company” shall mean a company that holds at least twenty six percent (26%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be;</p> <p>It appears that the definition of Parent is same as that of affiliate under provisions. Kindly clarify.</p>	<p>Parent Company” shall mean a company that holds more then fifty percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be. Please see the Amendment.</p>
24.	<p>Clause 3.2: Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 10. Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that no change in the controlling equity of the Bidding Company is done before 5 years from the date of commissioning of the sanctioned capacity requires prior approval of SECI.</p> <p>RFS requires the Project developer to retain 51% equity in the project company till 2 years. Similar lock in restrictions can be used for Bidders who have used the financial strength of their Parent. We request SECI to kindly reduce the equity lock in period of the bidding company from 5 years to 2 years.</p>	<p>Please see the Amendment.</p>

25.	<p>Clause 3.4.3 (ii): Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.</p> <p>In case of more than one Price Bid submitted by the Bidder, the financial eligibility criteria must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Price Bid. In case quoted Bid capacity is less than 1 MW, Annual Turnover/Net worth requirements shall be on pro-rata basis. The formula of calculation of net-worth shall be as follows:</p> <p>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).</p> <p>Further, as in various private equity funded companies, the funding comprises of equity, CCDs and OCD's. We would request to consider the funds brought in as CCD's and OCD's also as equity for the purpose of computation of Net worth.</p>	<p>Paid up share capital along with Compulsory convertible debentures (CCD), Compulsory convertible Preference Shares(CCPS) will be considered part of Equity as per RBI guidelines</p>
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26.	Clause 8.1: We would request you to please give us 6 months for identification for rooftops and a further 12 months for commissioning of each project.	RFS terms and conditions shall apply.
27.	Clause 6.8.3: The subsidy will be disbursed as follows. a) Subsidy equivalent to 15% of the Project Cost will be released after Commissioning and acceptance of project. 15% subsidy amount may be released after the issuance of commissioning/completion certificate. It is understood that the subsidy is fixed at INR 1.2 Crores/MW and the project cost is not to be bid. Please confirm	Confirmed.
28.	Is there any rent for the roofs CPWD	No
29.	Request you to consider allowing bidders to bid part capacities in a particular state. For example 50% of state capacity in Delhi is 5 MW. Can it be allowed for a bidder to bid for only 1 MW in the state instead of 5 MW? If not then bidders with limited financial strength cannot participate in bids for these states	RFS terms and conditions shall apply.
30.	Please confirm that an SPV can be created by the Lead member of a Consortium at a later date (post winning of bid) to execute the project.	Yes, SPV can be created by the Consortium with the same portion of equity participation as submitted at the time of Bid
31.	The format-10 – Consortium Agreement is not available in the bid document. Can you please upload the same?	Format 10 is annexed herewith.
32.	Can you please confirm if you will require Certificate of Incorporation of all members of a Bid Consortium	Yes. All consortium members should be company as per RFS.

33.	SECI Service Charges – the document says it shall be computed as 4.75% of 85% of 8 Cr per MW which amounts to 32.3 lacs and adding taxes and charges is 36.8 lacs. Which is more than 15% of the subsidy amount being released. Kindly relax the condition.	RFS terms and conditions shall apply
34.	Can you please confirm if this amount (SECI service charges) is to be calculated for the aggregated capacity being bid by the company or this amount is applicable on each project (irrespective of the size). If it is latter it means it will significantly the impact the economics even otherwise the charges form a significant part of the costs. Can you please consider revising the service charges to more reasonable levels say 1% of 85% of 8 Cr per MW?	SECI service charges are applicable on project capacity sanctioned.
35.	Indicative capacities in Annexure C and details in Table under 2.1 do not match. Please confirm which capacities should be taken as reference.	Capacities in Annexure C are indicative only. Bidder to confirm the actual site conditions before submission of bid.
36.	Please confirm if based on Bidder's survey if the capacities turn out to be higher than what is stated in Annexure C, what capacities should we take as reference?	Capacities in Annexure C are indicative only. Bidder to confirm the actual site conditions before submission of bid. However the capacity indicated in bid document for the state will remain unchanged
37.	Please also confirm if we are to bid for 50% of capacity possible in the state should we also choose and submit the details of the buildings on top of which we will be interested in setting up?	Yes. Bidder can choose or identify the roofs before submission of bid also. Such details are not required to be submitted along with bid. Bidder, however, is responsible for actual site condition and availability of roof top after allocation of capacity in the State by SECI.

38.	In case the survey after allocation indicates a higher possibility for Rooftop, will bidders be eligible to take it up?	Yes. However, the allocation of capacity in the State should not exceed the capacity derived during actual survey.
39.	In case of excess generation available and there is a feed-in-tariff for the excess from the DISCOM, what will be the arrangement, is the bidder allowed to retain the revenues?	Yes
40.	In case of unutilised capacity, will the bidder have a choice to select a building? Is there a restriction that the buildings have to CPWD buildings only?	No. However, SECI reserves the right to allow the bidder to execute the capacity in the other government building as per RFS.
41.	Request you also to extend the deadline by at-least 10 days to move it to i.e. 19th October 2015	RFS terms and conditions shall apply
42.	Clause 3.4.1 - General - As per the existing clause the Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013. Suggestion - It is requested that the Foreign companies may also be allowed to bid and in case they win the bid they would set a Indian project company to carry out the project. This way the bidder would be in more competitive position as it is not required to put funds in India in setting up the company before they win the bid. Also this is in line with some latest NTPC and state tenders.	RFS terms and conditions shall apply.
43.	Clause 6.3 – Successful Bidder Selection Suggestion - SECI should remove/amend the process of selection of bidders which is "L1 matching" and should allot the projects in ascending	RFS terms and conditions shall apply

	order of price bid by the bidders. This is also in line with the NTPC/SECI/State Ground mount tenders.	
44.	A discount of 11% has been mentioned on per KWh quoted rates which seems wrong as what is the sense of this discount.	RFS terms and conditions shall apply
45.	Annual turnover is asked as 5Crore per MWp which seems wrong.	RFS terms and conditions shall apply
46.	Condition for cancellation of subsidy is 25 Yrs performance but the subsidy is released just after completion of project. Hence doubt full.	RFS terms and conditions shall apply
47.	<p>RFS Clause 3.15.1 ,Pg 23</p> <p>a) Successful Bidder shall furnish the Performance Security calculated in the same manner as Bid Bond amount for the allocated capacity only.</p> <p>b) PBG amount for W.B = (Rs. 30.00 Lakh) X Allocated Capacity in MWp in a State.</p> <p>Please clarify the actual Performance Security as the bid bond is 15 lakh/MW( Clause 3.14 pg 22) and the example states 30 lakh/MW</p>	Please see the Amendment

48.	<p>Clause 3.20.1,pg26</p> <p>Scope includes NOC from DISCOM</p> <p>This should be facilitated by CPWD/SECI as is difficult including net metering as the application is to be from the building owner.</p>	<p>Entire responsibility lies with the Successful Bidder only. However SECI / CPWD will make effort to facilitate.</p>
49.	<p>Clause 3.26 ,pg 29</p> <p>Metering and Grid Connectivity on bidder</p> <p>Should be done by CPWD/SECI as net metering to be applied by building owner</p>	<p>RFS terms and conditions shall apply</p>
50.	<p>RFS clause 6.7.3, Pg 39</p> <p>In the event of offer given by SECI to the Bidder to execute the project in the SECI identified roof, the time for submission of project sanction documents by the bidder to SECI will be 3 months from the date of issue of allocation letter</p> <p>In case, SECI identified roofs the time for submission of project sanction documents by the bidder to SECI should be 6 months from the date of issue of allocation letter.</p>	<p>RFS terms and conditions shall apply</p>

51.	<p>RFS clause 6.8.2 Pg 40</p> <p>a) SECI will provide 15% of the Project Cost as quoted by the Successful Bidder in Price Bid as subsidy.</p> <p>b) Total project cost on which subsidy shall be given will be considered as Rs.8Crores/MWp and shall remain firm under all circumstances.</p> <p>If the project cost is fixed at 8 Cr /MW, then the project cost stated by the bidder is of less relevant</p>	Bidder shall quote tariff only as per the Format provided in the RFS.
52.	<p>Request you to please clarify that , if companies has done over installation of roof top system in various capacity starts</p> <p>From 1 Kw to 20 KW in many numbers, Which composite the figures as 150 KW – 180 KW of roof tops system.</p> <p>Please consider the same as given detail above and allow our technical eligibility criteria, So as we can participate in this tender.</p>	Considered. Aggregate capacity of the grid connected/interactive Roof top Solar PV projects should meet the technical eligibility criteria.
<b>TECHNICAL CLARIFICATIONS</b>		
53.	Ref: Page 8, Clause no. 1.13, Defination of Capacity Utilization Factor. Whether the CUF calculation is on DC or AC capacity?	CUF will be calculated based on combined capacity of Solar PV modules on DC side.
54.	If minimum bid capacity is 50KW, what is the meaning of - Up to 10 KW in connecting voltage?	50kWp is the minimum size of the proposal to be submitted for project sanctioning. Size of the project go upto 500kWp.
55.	What if any company is not be able to qualify Technical eligibility	RFS terms and conditions shall apply



56.	Net metering should be enforced by CPWD and SECI to the DISCOMs of all the states of India.	Policy of Net Metering in a state can only be finalised and adopted by the state concerned. SECI will try to only facilitate implementation, if the policy of Net metering exist in the respective State.
57.	Page 8, Definition of Performance Ratio is missing. Kindly define that	Please refer page no 9, Clause 1.26 for the definition.
58.	Page 36, how will be the performance be compared with the industry standards? The PR commitment should be the only measure of technical performance valuation	The performance evaluation shall be based on CUF after a period of 365 days.
59.	Clause 2.3: The size of each project shall be in the range upto 500 kWp. One project shall comprise of one roof only. Each roof top unit can separately connect with the grid and may have separate meters. In Clause 27, the maximum permissible capacity for rooftop metering is mentioned as 1MW. Allowing larger roof sizes would bring down the cost and hence make the bidding competitive. In view of same ,we request SECI to increase single roof top size from 500kWp to 1MWp.	The maximum permissible capacity for rooftop shall be 500kWp only. Please see the amendment.
60.	Clause 3.27: The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of	Minimum CUF of 15% should be maintained for a period of 25 years. Please see the Amendment.

	<p>15% subsidy and as per Clause 6.8 of Section-II. Minimum CUF of 15% should be maintained for a period of 5 years for fulfilling one of the condition for release of PBG. The bidder should send the periodic plant output details to SECI for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.</p> <p>In clause 3.30, it is claimed that a minimum CUF of 15% would have to be maintained for the entire duration of 25 years. We request SECI to make it mandatory for 5 years only.</p>	
61.	On government holidays who will purchase the power	Power can be fed to the GRID and shall be accounted for as per Net metering policy of the State.
62.	If there is no bidirectional meter and the generation is more than the usage then CPWD will pay for the generation of energy	No.
63.	Who will be responsible for structural safety? And what precautions or safe guards are taken in this case.	Bidders are advised to commence their projects only after structural safety clearance from CPWD.

## **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 \_\_\_\_\_ day of \_\_\_\_\_ 2015 between M/s [insert name of Lead Member] \_\_\_\_\_ a 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 Member", which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

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

WHEREAS the Solar Energy Corporation of India(hereinafter called SECI or SECI) ,a section -25 Company incorporated under the Company's Act, 1956 has invited response to RFS No. SECI/Cont./77/2015 dated 09-09-2015 for design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for a period of 25 years of Roof Top Solar PV power system in selected States in India for the roof tops of CPWD.

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:

1. 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 25 years of Roof Top Solar PV power system in selected in India" 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]

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

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses: