



Solar Energy Corporation of India Limited
भारतीय सौर ऊर्जा निगम
(A Government of India Enterprise)

**REQUEST FOR SELECTION (RfS) DOCUMENT
FOR
SETTING UP OF 5 MW GRID CONNECTED SOLAR
PV PROJECT
AT
ORDNANCE FACTORY, KANPUR
Under VGF Scheme**

RfS No. SECI/C&P/OFBK5/062017

Dated:21/07/ 2017

ISSUED BY

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DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **fifteen (15) days from the date of notification of RfS/ Issue of the RfS document**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this RfS document including Power Purchase Agreement (PPA) and Viability Gap Fund (VGF) Securitization Agreement (VGFSa).
3. While this RfS has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date:

Bid Information Sheet

Document Description	Request for Selection of Solar Project Developer for Setting up of Grid Connected Solar PV Project of 5 MW capacity at Ordnance Factory, Kanpur under VGF Scheme.
RfS No.& Date	<u>SECI/C&P/OFBK5/062017</u> Dtd: 21.07.2017
Broad Scope	Setting up of Solar PV Project including Power evacuation network up to the designated STU and selling the Solar Power to SECI.
Pre-bid Conference / Site Visit	On 04.08.2017 at Ordnance Factory Kanpur, U.P.
Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Clause 3.23 physically at SECI office, New Delhi	21.08.2017 upto 1800 hrs
Bid Opening (Techno-Commercial)	22.08.2017 at 1100 hrs (in the office of SECI)
Cost of RfS Document (non-refundable)	Rs.17700/- including GST (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Solar Energy Corporation of India Limited", payable at New Delhi)
Processing Fee (non-refundable)	Rs. 2 Lakh plus applicable GST as on the last date of bid submission to be submitted in the form of DD/Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Limited", payable at New Delhi.
EMD	Rs. 50 Lakh to be submitted in the form of Bank Guarantee along with the Response to RfS.

Name, Designation, Address and other details (For Submission of Response to RfS)	GM (C&P) Solar Energy Corporation of India Limited 1st Floor, D-3, A-Wing, District Centre, Saket, New Delhi-110017 Tel No. 011-71989200 Email – contracts@seci.gov.in
Details of persons to be contacted in case of any assistance required	<ol style="list-style-type: none"> 1) Mr. Sanjay Sharma GM (C & P) Ph: 011-71989256 Email: sanjaysharma@seci.gov.in 2) Sandeep Rana Manager (C&P) Ph: 011-71989290 Email: sandeeprana@seci.gov.in 3) Pratik Prasun Sr. Engineer Ph: 011-71989236/9891768303 Email: pratikpr@seci.gov.in
<u>Important Note:</u> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.tcil-india-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on seci.co.in and the details only will be available from www.tcil-india-electronictender.com.	

Section 1

INTRODUCTION, BACKGROUND & SCHEME DETAILS

Section 1

Introduction, Background & Scheme Details

1.1. INTRODUCTION

- 1.1.1. 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 Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.1.2. As part of the Government of India’s initiatives for promotion of solar energy in the country, a scheme for setting up of over 300 MW of Grid-connected & Off-Grid Solar PV Power Projects by Defence Establishments with VGF funding in DCR category under JNNSM has been launched by MNRE. The scheme aims to promote ecologically sustainable growth and to utilize available land/rooftop of Defence sector/para military forces for achieving energy security by installing of solar power plants as also to use the domestically manufactured equipment in order to boost indigenous production of solar cells and modules. However, as per amendment no 30/69/2013-14/NSM dated 17th Feb, 2017 in the scheme, projects under developer mode will be free to procure solar cells/modules under open category (indigenous or imported).
- 1.1.3. SECI has been designated as implementing agency by Ordnance Factory, Kanpur (hereinafter called “OFC”) for implementation of “**Setting up of 5 MW Grid Connected Solar PV Project at Ordnance Factory, Kanpur under VGF Scheme**”. On behalf of OFC Kanpur, SECI wishes to invite proposals for setting up the grid connected Solar PV Project on “Build Own Operate” basis. Project selected based on this RfS shall be given “Viability Gap Funding” (VGF) in line with terms and conditions of this RfS. The Bidder selected by SECI based on this RfS shall have to sign a VGF Securitization Agreement (**VGFS**) with SECI. OFC shall enter into Power Purchase Agreement (**PPA**) with the selected bidder for purchase of solar power for a period of 25 years as per the terms, conditions and provisions of the RfS.

1.2. BACKGROUND

- 1.2.1. As part of its initiatives under Defence Scheme, Ordnance Factory, Kanpur has proposed to setup a **5 MW** solar PV Project. This Project comes under the scheme for setting up over **300 MW** of grid connected and off grid solar PV Power Projects by Defence Establishments under Ministry of Defence

and Para Military Forces under Ministry of Home Affairs (MHA) under JNNM.

1.3. DETAILS OF VIABILITY GAP FUNDING:

- 1.3.1. The Solar Project Developer selected by SECI based on this RfS (hereafter referred to as SPD), shall set up a Solar PV Power Project of 5 MW (AC) capacity including setting up of the evacuation network up to the 33kV switchgear at the load centre of OFC, Kanpur. The SPD shall be given a Viability Gap Funding (VGF) by SECI in accordance to the provisions of this RfS document, standard Power Purchase Agreement (PPA) and VGF Securitization Agreement (VGFA). (Note: Both standard PPA and VGF Securitization Agreement shall be uploaded shortly and can be downloaded from www.tcil-india-electronictender.com)
- 1.3.2. The SPD selected by SECI shall enter into PPA with OFC, Kanpur for a period of 25 years as per the provisions of the PPA. The tariff to be paid to the successful SPD by OFC, Kanpur is fixed at Rs. 4.50 per kWh at the project boundary or interconnection point as may be specified in the guidelines, which shall remain fixed for the entire period of PPA. The bidders will be free to avail fiscal incentives like, Concessional Customs and Excise Duties, Tax Holidays, etc. as available for such projects.
- 1.3.3. The upper limit for VGF to be quoted by a bidder is kept at **Rs.1.1 Cr/MW**. The bidding will be carried out by SECI based on the VGF requirement/discounted tariff to be quoted by the Bidders for setting up of the Project. The project will be awarded to the Bidder who has quoted the lowest VGF/discounted tariff. The eligibility of the VGF for the SPD shall not exceed the amount of VGF/discounted tariff sought by the Bidder in his bid submitted in response to this RfS, for whatsoever reasons. SECI will disburse the VGF to the SPD, if applicable, in stages as specified in Clause 1.3.7 of this RfS.
- 1.3.4. The SPD would be responsible for getting all clearances, tying up loan, connection with grid etc. PPA would be signed between the selected Solar Project Developer and OFC, where the land is located. The SPD will sell the power to OFC and surplus power, if any, may be sold directly to the Discoms by the SPD or OFC may buy the entire power and sell the surplus power to Discoms at its end.
- 1.3.5. The successful SPD shall have to demonstrate/infuse capital in the form of his own Equity for an amount of at least **Rs.1.5 Cr/MW** at the time of signing of PPA. The remaining amount can be raised as loan from any source by the SPD.
- 1.3.6. The VGF when paid by SECI may be used to return part of the loan or SPD contribution (in excess of Rs.1.5 Cr./MW) or a combination thereof as the

case may be in case investments have already been made. SECI may issue on the request of the SPD, confirming sanction/grant of VGF so that the SPD is able to achieve financial closure for full amount.

1.3.7. *(Applicable only in the case of non-zero VGF sought by the SPD)* The VGF will be released by SECI to the selected SPD in six tranches as follows:

- i) 50% on successful commissioning of the full capacity of the Project (COD). A Project shall be declared as “commissioned” after issuance of final commissioning certificate for the Project as per the provisions described in Clause 3.18 of this RfS.
- ii) Balance 50% shall be paid progressively over the next 5 years subject to the plant meeting the minimum requirement of annual generation (CUF within range specified in Clause 3.12 of this RfS) as detailed under:
 - a) At the end of 1st year from COD – 10%;
 - b) At the end of 2nd year from COD –10%;
 - c) At the end of 3rd year from COD – 10%;
 - d) At the end of 4th year from COD – 10%;
 - e) At the end of 5th year from COD – 10%;
- iii) Applicable only for non-zero positive VGF: If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, SECI will have a right to get refund of VGF on pro-rata basis and if not paid by the SPD, then a claim will be made on assets equal to the value of VGF released, on pro-rata basis as specified hereunder:

Year of default (From COD)	SECI's right to refund of VGF/ Claim on assets (% of VGF paid)
Up to end of 5 yrs.	: 100%
5-6 year	: 90%
6-7 year	: 80%
7-8 year	: 70%
8-9 year	: 60%
9-10 year	: 50%
10-11 year	: 40%
11-12 year	: 30%
12-13 year	: 25%
13-14 year	: 23%
14-15 year	: 21%
15-16 year	: 19%
16-17 year	: 17%
17-18 year	: 15%

18-19 year	: 13%
19-20 year	: 11%
20-21 year	: 9%
21-22 year	: 7%
22-23 year	: 5%
23-24 year	: 3%
24-25 year	: 1%

Under such an event, the SPD shall dismantle the plant and clear the land from all permanent structures. The entire cost of dismantling will be borne by the SPD. If the SPD fails to clear the land within a period of 3 months, the Project assets will be auctioned and the cost of dismantling will be recovered along with the ground rental from the date the plant ceases to supply power as per the contracted capacity.

- iv) In case the lending institution exercises its right to step-in or take-over the project, SECI will also have the right to step-in along with the lending institutions to reclaim VGF in accordance with Clause 1.3.7 (iii) or hand over the project to another party for operation.
- v) Solar Project Developers (SPDs) and SECI shall enter into suitable VGF Securitization Agreement creating a charge over the Project assets in favour of SECI. SECI shall have a second charge over the Project assets in case of the Project being financed by lending institutions. In all other cases, SECI shall have the first charge over the Project assets to the extent of 110% of the VGF amount.

1.4 SELECTION OF TECHNOLOGY & ELIGIBLE PROJECT UNDER THIS SCHEME

1.4.1 The Project under developer mode will be free to procure solar cells/modeules under open category (indigenous or imported). Already commissioned and the projects being implemented under any other Central/State schemes are not eligible under this RfS.

1.5 MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME

This RfS document has been prepared based on the guidelines issued by MNRE vide OM No. 30/69/2013-14/NSM(Pt.) dated 7th January 2015 which is uploaded on the web site of MNRE, www.mnre.gov.in. These guidelines and their elaborations / clarifications form the basis for selection of Projects for Defence Establishments under Phase-II/III of JNNSM during 2014-15 and onwards. In case of any difference in interpretation between this RfS document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/SPD and SECI.

Section 2

DEFINITIONS

Section 2

Following terms used in the document will carry the meaning and interpretations as described below:

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"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 by one Company of at least 26% (twenty-six percent) of the voting rights of the other Company;

"Bidder" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company /Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

"Bidding Company" shall refer to such single Company that has submitted the response in accordance with the provisions of this RfS;

"Bidding Consortium" or "Consortium" shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

"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;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Contracted capacity" shall mean the AC capacity in MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project;

"Contract Year" shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) in the financial year in which the Scheduled Commissioning Date would occur, the

Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

“Control” shall mean holding not less than 51% of paid up share capital

“Controlling shareholding” shall mean not less than 51% of the voting rights and paid up share capital in the Company;

“Day” shall mean calendar day;

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

“Equity” shall mean

= Paid up share capital

Add: Free Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses

Paid-up Share Capital will include:

- Paid-up equity share capital
- Fully, compulsorily and mandatorily convertible Preference shares and
- Fully, compulsorily and mandatorily convertible Debentures.

**Share premium will form an integral part of Equity provided it is realized in cash or cash equivalent. However, this condition will not apply in case of listed Companies.

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds equivalent to the total estimated project cost, by the Solar Project Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance;

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the project company (Special Purpose Vehicle) cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

“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 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 developing the Project;

“Inter-connection point / Delivery / Metering Point” shall mean the point at the 11 kV switchgear at the load centre of OFC, where the power from the solar power Project is injected (including the dedicated transmission line connecting the solar power project with the interconnection point). Metering shall be done at this interconnection point where the power is injected, i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

“Joint Control” shall mean a situation where control is equally distributed among the interested parties;

“Letter of Intent” or “LOI” shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the Selected Bidder for award of the Project;

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

“LLC” shall mean Limited Liability Company;

“Month” shall mean calendar month;

“Paid-up Share Capital” shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;

Paid-up share capital includes:

- Paid-up equity share capital;
- Fully, compulsorily and mandatorily convertible Preference shares and
- Fully, compulsorily and mandatorily convertible Debentures.

“Parent” shall mean a Company, which holds not less 51% equity either directly or indirectly in the Project Company or a Member of Consortium developing the Project;

“PPA” shall mean the Power Purchase Agreement signed between the successful SPD and OFC according to the terms and conditions of the standard PPA enclosed with this RfS;

“Power Project” or “Project” shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Metering Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to OFC;

“Project Capacity” shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement and VGF Securitization Agreement shall be signed.

“Project Commissioning”: the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the PPA;

“Project Developer” or “Developer” or “Solar Project Developer (SPD)” shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of project and signing of PPA/ VGFS.

“RfS document” shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/C&P/OFBK5/062017 dated 21/07/2017;

“SECI” shall mean Solar Energy Corporation of India Limited;

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

“Solar PV Project” shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

“STU or State Transmission Utility” shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;

“TOE” shall mean Tender Opening Event;

“Ultimate Parent” shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

“Viability Gap Funding (VGF)” shall mean the fund which will be disbursed to the successful Bidder, if eligible, as per terms and conditions of this RfS document and in line with the appropriate VGF securitization mechanism;

“Week” shall mean calendar week.

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Obtaining RfS Document, Cost of documents & Processing Fees

- a) The RfS document can be downloaded free of cost from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-electronictender.com>. A link of the same is also available at www.seci.gov.in. Bidders shall have to submit the cost of RfS document and Processing Fee as mentioned in the Bid Information Sheet along with the bids.

Note: - Interested bidders have to download the RfS & other documents after login into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure – E). The bidder shall only be eligible to submit/ upload the bid document only after registration and logging into the TCIL portal.

- b) The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by SECI.

3.2 Bid Submission date and Bid Opening date

The bidding methodology adopted for this Project shall be Single stage Two envelope system i.e. the Bidders shall submit their Project proposals (Both Techno-Commercial and Financial Bids at the same time in separate sealed envelopes) in line with this RfS document. The last date for submission of bids is indicated in the Bid Information Sheet. No bids shall be accepted after the date and time mentioned above.

Techno-Commercial bids shall be opened as per the schedule indicated on the Bid Information Sheet. Date of opening of financial bids shall be notified on SECI's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

3.3 Project Scope and Technology selection

The SPD shall set up a Solar PV Power Project of 5 MW capacity including setting up of the evacuation network up to the **33 kV switchgear at the load centre of OFC, Kanpur**. The geographical co-ordinates of Ordnance Factory Kanpur are 26.4670° N and 80.3500° E. The coordinates of the designated land area are 26.474°N & 80.269° E. The land identified for the project shall be made available to the SPD by OFC, given under "Right-to-Use" to the SPD. The scope of SPD also includes setting up of power evacuation system including step up transformer, overhead lines etc. and connecting to the Sub-station at **33 kV level or above**. The SPD shall also provide metering arrangement at 33 kV voltage level or above. Further, the project shall comprise technology as mentioned in Clause 1.4.1.

OFC shall facilitate the necessary permits and clearances required for construction and operation of the Solar Projects. The land for the Project shall be made available to the Project developer on 'as-is where-is basis', by OFC through 'Right-to-Use'

mechanism on non-chargeable basis. All permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPD. However, SECI will facilitate for getting the Connectivity Letter from STU/DISCOM to the SPD.

3.4 Not Used.

3.5 Capacity of the Project

Solar power Project shall be of 5 MW AC capacity at delivery point i.e. at the interconnection point of 33 kV switchgear at the load centre of OFC. The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure enclosed in Annexure-B. *It may be noted that the bidders are required to bid for the entire capacity of 5 MW of the Project and part-capacity allocation is not envisaged in this RfS.*

3.6 Selection of successful Bidder

The bidding shall be conducted through an 'e-bidding' followed by e-reverse auctioning process and the interested bidders shall be required to register themselves on a web-based portal <https://www.tcil-india-electronictender.com> identified by SECI for the process. After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the cost of RfS document, processing fee and EMD shall be evaluated by SECI based on Qualifying Criteria stipulated in Clause 3.7. The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of Project is elaborated in Clause 4.1.

SECI shall charge a success fee of 3% plus applicable GST of the nominal project cost for the services provided in respect of the project to SECI towards administrative overheads, liaising with State Authorities, Discom/ STU, pre-commissioning and commissioning expense. Successful bidder shall be required to pay a Success Fee based on nominal project cost of Rs. 530.02 lakh per MW or the project cost as determined by CERC whichever is lower.

The payment has to be made by the selected bidder in the form of DD/Pay Order within 15 days of issuance of Lol. In case the bidder fails to deposit the said amount to SECI as mentioned above within stipulated time, then the BG towards EMD shall be encashed by SECI. PPA shall only be signed after deposit of the Success Fee to SECI.

3.7 Qualifying Criteria

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

- i. Companies incorporated in India under the Companies Act, 1956 or Companies Act, 2013, as applicable.
- ii. Limited Liability Companies (LLC) and Limited Liability Partnership (LLPs) are not eligible for participation.
- iii. Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted based on this RfS has to necessarily form a Project Company and

get it registered under the Companies Act, 2013, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. Any consortium, if selected as successful bidder for the purpose of supply of power to SECI, shall incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS.

This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed even before one-year period after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.

3.8 Technical Parameters

- a. The Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure – B. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B to make the Project technically eligible.
- b. The Projects shall also comply with the criteria for power generation detailed in Clause 3.12.

3.9 Financial Requirements for Selected Projects

The SPD shall have to demonstrate/infuse an Equity amount of at least Rs. 7.5 Crores at the time of signing of PPA with OFC, Kanpur.

To demonstrate availability/infusion of equity mentioned above, copies of annual audited accounts of the last financial year i.e., 2016-17 with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statements certified by a Chartered Accountant and supported with bank statements as on 7 days prior to signing of PPA, along with all the relevant documents filed with MCA for allotment of Shares are required to be submitted at the time of signing of PPA.

3.10 Connectivity with the Grid

- i) The plant should be designed for interconnection with the 33 kV switchgear at the load centre of OFC at the voltage level of 33 kV or above. Detailed layout of the proposed connectivity plan is enclosed at Annexure-F.
- ii) The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.
- iii) The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by STU or Discom or any other transmission agency. The entire cost of transmission including cost of construction of line, wheeling charges if any and losses etc. from the Project upto the Delivery Point will be borne by the SPD and will not be met or reimbursed by SECI/OFC.
- iv) The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting such as UI charges etc. shall be on the account of SPD.
- v) Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.
- vi) Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA.

3.11 Void

3.12 Power Generation by Solar Project Developer

(i) Criteria for generation

The SPD will declare the annual CUF of the Project at the time of commissioning and will be allowed to revise the same within 1 year of commissioning. The declared annual CUF shall in no case be less than 19% over a year. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. However, for the purpose of release of VGF, CUF will be calculated every year from the date of commissioning up to completion of 1 year from the date of commissioning and should not go beyond the lower limit of the declared CUF. The upper limit will not be applicable for the purpose of payment of VGF.

(ii) Shortfall in generation

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the SPD, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation as payable to OFC and shall duly pay such compensation to OFC. The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/Discoms towards non - meeting of RPOs, if such compensation is ordered by the State Commission. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with OFC, Kanpur, affecting supply of solar power by SPD.

(iii) Excess generation

Any excess generation may be sold directly to the Discoms by the developer or the defence organization may buy the entire power and sell the surplus power to the Discoms at its end.

While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption, in case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity.

3.13 Clearances required from the State Government and other local bodies

The Solar Project Developer is required to obtain necessary clearances and permits as required for setting up the Solar PV Power Projects. However, SECI/OFC will facilitate for getting the Connectivity Letter from STU/DISCOM to the SPD before signing of PPA.

3.14 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

- i) **Earnest Money Deposit (EMD) of Rs. 50 Lakh** in the form of Bank Guarantee according to Format 6.3A and valid for 04 months from the Techno commercial bid opening date, shall be submitted by the Bidders along with their bid, failing which the bid shall be summarily rejected.
- ii) **Performance Bank Guarantee (PBG):** Bidder selected by SECI based on this RfS shall submit Performance Guarantee for a value of Rs. 1.50 Crore before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B with a validity period of 12 months from the date of signing of PPA.

The Performance Bank Guarantee shall be submitted in two parts: 1st part for an amount of Rs. 30 Lakh and 2nd part for an amount of Rs. 1.20 Crore. On submission and successful verification of Performance Bank Guarantee, the BG submitted towards EMD shall be returned by SECI to the successful Bidder.

- iii) Not Used
- iv) The Bidder shall furnish the Bank Guarantee against EMD from any of the Banks listed at Annexure-D of the RfS document. The SPD shall furnish the PBG from any of the Banks listed at Schedule-2 of the PPA, to SECI.
- v) The format of the Bank Guarantees prescribed in the Formats 6.2 A (EMD) and 6.2 B (Performance BG to be submitted by the selected Bidder) shall be in the form acceptable to SECI and any deviation from the above Formats may result in rejection of the EMD/PBG and consequently, the bid/Project.
- vi) The SPD selected based on this RfS is required to sign PPA with OFC within 30 days after the issue of LOI. In case, OFC, Kanpur offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.19 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by SECI. SECI reserves the right to allocate the project to the next eligible bidder shortlisted based on the reverse auction process, provided the next eligible bidder matches the L1 VGF/discounted tariff quoted by the SPD originally awarded the project.
- vii) 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. The Bank Guarantees have to be in the name of the Bidding Company/ Lead Member of the Bidding Consortium.
- viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-C has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- x) After the bidding process is over, SECI shall release the Bank Guarantees of the unsuccessful Bidders within 30 days after the issue of Letter of Intent (LOI) to the successful Bidder. The PBG of SPD shall be returned to the SPD within 15 days after successful commissioning of the project, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.18.

- xi) **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ Udyog Aadhar Only are exempted from submission of EMD. In order to avail the exemption in EMD in**

3.15 Power Purchase Agreement

- i) OFC shall enter into Power purchase agreement (PPA) with the Bidder selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between OFC and the selected SPD shall be uploaded shortly on the websites <https://www.tcil-india-electronictender.com> & www.seci.gov.in. The PPA shall be signed within **30 days** of the date of issue of Letter of Intent (LoI). The PPA shall be valid for a period of 25 years from the date of signing as per the provisions of PPA.
- ii) Before signing of PPA between OFC, Kanpur and the SPD, SECI will verify the documents furnished by the Bidder at the time of submission of response to RfS including meeting the equity demonstration/infusion criteria and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. The Bidder will be required to furnish the documentary evidence for meeting the RfS eligibility conditions. SECI at this stage may also ask the Bidder to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidder are false / misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.
- iii) Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Project Developer and OFC.

3.16 VGF Securitization Agreement

SECI shall enter into VGF Securitization Agreement with the Bidder selected based on this RfS and the same shall be shortly uploaded on the website www.tcil-india-electronictender.com. In case the selected Project is based on zero VGF or discounted tariff, then VGF Securitization Agreement need not be signed.

3.17 Financial Closure or Project Financing Arrangements

The Project shall achieve Financial Closure within 03 months from the date of signing Power Purchase Agreement (PPA), in the form of loan sanction letter for debt component and Board Resolution for equity contribution and availability of sufficient equity in the company as can be examined through their Balance Sheet or sufficient strength with their parent company (if any) so that they can infuse required amount of equity in the Developer Company (as and when required). No extension shall be granted for achieving this milestone. At this stage, the SPD shall report tie-up of Financing Arrangements for the Project. In this regard the SPD shall submit a

certificate from all financing agencies regarding the tie-up of funds and furnish documentary evidence for infusion of actual equity requirement, subject to a minimum of Rs. 7.50 Cr (Including 1.5 Cr/ MW infused at the time of signing of PPA). Further, the SPD would furnish within the aforesaid period, the necessary documents to establish that the requisite technical criteria have been fulfilled. The SPD would also specify their plan for meeting the requirement of domestic content. Further, the SPD shall furnish documentary evidence towards meeting the requisite technical criteria and placement of orders/entering into agreements, for supply of plants and equipment for the project.

In case of delay in achieving above condition as may be applicable, SECI shall encash the Performance Bank Guarantees.

3.18 Commissioning

The Commissioning of the Project shall be carried out by the SPD selected based on this RfS, in line with the Procedure elaborated in **Annexure-B-1** and Commissioning certificate shall be issued by SECI after successful commissioning.

i) Part Commissioning

Part commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of part commissioning shall be 2.5 MW. The PPA will remain in force for a period of 25 years from the date of acceptance of respective part commissioning of the Project.

ii) Commissioning Schedule and Liquidated Damage for Delay in Commissioning

The project shall be commissioned within 6 months from the date of signing of PPA. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve any of the milestones, provisions of PPA as mentioned below shall apply: -
SECI shall encash the Performance Bank Guarantee in the following manner:-

- a. Delay in commissioning beyond the scheduled commissioning date upto one month – 1st part of the PBG amounting to Rs. 30 Lakh shall be encashed, proportionally calculated on per-day basis.
- b. Delay of more than one month and up to three months: SECI will encash the remaining PBG, proportionally calculated on per day basis for delay upto another two months.
- c. In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 9 months from signing of PPA, OFC reserves the right to terminate the PPA and cancel the Project.
- d. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

3.19 Minimum Equity to be held by the Promoter

- i. The Company setting up the Project shall provide the information about the Promoters and their shareholding in the Company to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI.
- ii. No change in the shareholding of the Bidding Company or Bidding Consortium setting up the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable. The controlling shareholding shall mean the shareholding having not less than 51% of the voting rights and paid-up share capital (including fully, compulsory and mandatory convertible Preference shares/ Debentures) in the Company.
- iii. Lead Member in the Consortium shall have the Controlling Shareholding in the Project Company having not less than 51% of Voting Rights and paid up share capital in the Project Company. After execution of PPA, the percentage of controlling shareholding (controlling shareholding shall mean not less 51% of the voting rights and paid-up share capital) in the Company) developing the project shall be maintained for a period of (01) one year after Commercial Date of Operation (COD). Thereafter, any change can be undertaken under intimation to SECI.
- iv. In case of the Project Company having multiple promoters (i.e. none of the shareholders having not less than 51% of voting rights and paid up share capital), it shall be considered as joint control shareholding. In such cases, the shareholding pattern in the Company as submitted at the time of bidding, shall be maintained for a period of (01) one year after Commercial Date of Operation (COD).
- v. Transfer of controlling shareholding within the same group of companies will however be allowed even before one-year period after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

3.20 Structuring of the Bid selection process

The bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single a response to RfS. Single stage, double envelope bidding followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid (VGF) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.23. Detailed instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure –E.

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

1. Covering Letter as per **Format 6.1**.

2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium in original as per **Format 6.2**.
3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
4. Performance Guarantee (to be submitted by the successful bidder at the time of signing of PPA) in the form as per **Format 6.3 B**.
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project, to sign the PPA with OFC and the VGF Securitization Agreement with SECI and Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement;
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.5 along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Declaration by the Bidding Company for the Proposed Technology break-up as per **Format 6.6**.
8. Disclosure as per **Format 6.7**.
9. Covering letter as per **Format 6.8 (A)**.
10. Preliminary estimate of Cost of the solar PV Project as per **Annexure-A**.
11. **Attachments**

- a. Memorandum of Association, Article of Association and Certificate of Incorporation of the Bidding Company/all member Companies of the Bidding Consortium needs to be attached along with the bid. The Bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- b. Copy of the RfS document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
- c. A certificate of shareholding of the bidding company duly certified by a practicing Chartered Accountant/ Company Secretary as on the bid submission date.
- d. Documents containing information about the Promoters and their shareholding in the Company to SECI indicating the controlling shareholding as on 7 days prior to last date of bid submission, at the stage of submission of response to RfS to SECI as per Clause 3.18. The bidder shall be required to submit a certificate indicating shareholding patterns of its Parent Company and Ultimate Parent Companies too (if any), as on the date 7 days prior to the last date of bid submission, duly certified by a practicing Chartered Accountant/ Company Secretary.
- e. Certified copies of annual audited accounts for the last financial year, i.e. FY 2016-17, In case of a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account as on 7 days prior to bid submission, Schedules and cash flow statement supported with bank statement.

3.21 Important notes and instructions to Bidders

- a. 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.

- b. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted along with the bid may be verified before signing of PPA in terms of Clause 3.15.
- c. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- d. If the event specified at Clause 3.21(c) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the SECI and the 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 3.14.
- f. All documents of the response to RfS submitted online must be digitally signed by the person authorized by the Board as per Format 6.3.
- g. The response to RfS shall be submitted as mentioned in Clause 3.20. 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. SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- h. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted to SECI before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- i. All the information should be submitted in English language only.
- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k. Responses to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- l. Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- m. Bidders delaying in submission of additional information or clarifications sought shall be liable for rejection.
- n. 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.

- o. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part before the commencement of the corresponding online tender opening event shall render the bid Non-responsive and liable for rejection.
- p. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.22 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to SECI shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS. Any of the following conditions shall cause the Bid to be “Non-responsive”:

- a. Non submission of Cost of RfS and/or Processing fee and/or EMD in acceptable form along with RfS document.
- b. Response to RfS not received by the due date and time of bid submission;
- c. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- d. Non submission of the original documents mentioned at clause 3.23 A i) by due date and time of bid submission;
- e. Any indication of VGF requirement/ tariff in any part of response to the RfS, other than in the financial bid (*Electronic Form*).
- f. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- g. 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.

3.23 Method of Submission of Response to RfS by the bidder

The bidder has to submit the following document for each project as mentioned below: -

A. Documents to be submitted Offline (in Original)

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

- i) **Covering Envelope:** Super scribed as “**Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD,**

Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable) & Board Resolution” must contain the following:

- DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet
 - Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A).
 - Covering Letter as per Format-6.1,
 - Power of Attorney as per Format 6.2 (if applicable)
 - Board Resolution as per Format 6.4
 - Consortium Agreement as per Format 6.5 (if applicable)
 - **The Tender Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category.**
- ii) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope
- iii) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope

The bidding envelope shall contain the following sticker:

Response to RfS for Setting Up Of 5 MW Grid Connected Solar Pv Project at Ordnance Factory, Kanpur Under VGF Scheme	
<i>RfS Reference No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	GM (C&P) Solar Energy Corporation of India Limited 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989224, Email– corporate@seci.gov.in, contracts@seci.co.in

B. Documents to be submitted Online

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

In case the bidder submits the documents offline as required in 3.25 A and fails to submit the online bid, then Cost of RfS and Processing Fee submitted shall be encashed and the EMD(s) shall be returned to the person at the address mentioned in the Covering Letter.

All documents of the response to RfS submitted online must be digitally signed on www.tcil-india-electronictender.com which should contain the following:

- i) Formats- 6.1, 6.2 , 6.3, 6.4,6.5, 6.6, 6.7 Annexure-A as elaborated in Clause 3.20;
- ii) All the attachments elaborated in Clause 3.20, under the sub-clause 11: Attachments.
- iii) All documents (RfS, PPA and VGF Securitization Agreement along with subsequent amendments and clarifications) digitally signed by the person authorized by the board as per Format 6.4, on behalf of the Bidder
- iv) All supporting documents regarding meeting the eligibility criteria

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

1. “Financial Bid (Second Envelope)”

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

- i) Covering letter as per Format-6.8 (A) of this RfS document;



The VGF/ discounted tariff bid shall have to be filled online in the Electronic Form provided at the TCIL portal. Bidders will have to select only one of the two options (VGF or discounted tariff) in the electronic form. If both the options are selected in any of the category, then the bid shall be considered as non-responsive.

Important Note:

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

3.24 Notice board for display:

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

<p>5 MW Grid Connected Solar PV Project</p> <p>for supply of power to Ordnance Factory Board, Kanpur</p> <p>Owned and operated by</p> <p>----- (insert name of the SPD)</p> <p><u>LOCATION:</u></p> <p>With VGF support from Government of India</p> <div style="text-align: center; margin-top: 20px;">  </div> <p>Scheme implemented by: Solar Ene  rgy Corporation of India Limited</p>
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3.25 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Twenty (120) 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.

3.26 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.

3.27 Enquiries/ clarifications may be sought by the Bidders from:

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
1) Mr. K. Remesh Kumar, General Manager (Solar)	Phone (Off):011-71989224 E-mail: kumarramesh@seci.gov.in
2) Dr. Y B K Reddy Sr. Manager (PV)	Phone (Off):011-71989230 E-mail: ybkreddy@seci.gov.in
3) Mr. Ankit Agrawal, Dy. Manager	Phone (Off): 011- 71989254, Email: aagrawal@seci.gov.in
4) Mr. Pratik Prasun, Sr. Engineer	Phone: (Off): 011-71989236/9891768303 Email: pratikpr@seci.gov.in

3.28 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 without assigning any reasons whatsoever and without any liability.

Section 4

BID EVALUATION AND SELECTION OF PROJECT DEVELOPER

Section 4

Bid evaluation methodology and selection of Projects

4.1. Bid Evaluation

The **Bench Mark VGF** has been kept as Rs.1.1Cr./MW. Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. The details evaluation and selection of bidders are described in subsequent clauses in this Section.

4.2. Techno-commercial Evaluation of Solar Project Developers (SPDs)

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i) The first envelope (Technical Bid) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 3.20 are received at SECI office before the due date and time of bid submission.
- ii) Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened if super-scribed properly with address, to the bidder.
- iii) Subject to Clause 3.20, 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 5 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.
- iv) The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step, evaluations of Techno-Commercially qualified Bids shall be done based on the “First Round VGF/ Discounted Tariff Bid” quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- i) Second Envelope (containing VGF/discounted tariff) of only those bidders shall be opened whose technical bids are found to be qualified.

- ii) The bidders will have an option to submit bids either quoting a single VGF or a single discounted tariff, based on the option selected in the Covering letter and the Electronic Format. **It may be noted that any discrepancy in the option selected by the bidder in the Covering letter and the Electronic Format shall lead to rejection in the bid.**
- In case discounted tariff is opted by the bidder, then the tariff shall be quoted in INR and up to two places of decimal only. If discounted tariff is quoted with more than two digits after decimal, it shall be truncated up to the first two decimal places (For e.g. if the quoted tariff is ₹4.557/unit, then it shall be considered as ₹4.55/unit).
- iii) In this stage, evaluation will be carried out based on VGF requirement quoted and/or discounted tariff quoted by Bidders. The VGF bid cannot be higher than the VGF mentioned at clause 1.3. Those bids, whose VGF Bid is higher than the VGF mentioned at clause 1.3 shall be rejected. The discounted tariff, if opted, has to be less than Rs.4.50/kWh.
- iv) If the first round VGF/ discounted tariff quoted is same for two or more bidders, then all the bidders with same VGF/discounted tariff shall be considered of equal rank/ standing in the order.
- v) All bidders with same VGF/discounted tariff shall be eligible for reverse auction round (provided *their rank is less than or equal to 'n'* as mentioned in clause 4.3.3).
- vi) Note: In case of completion of Techno-commercial bid evaluation, if it is found that only one or Two bidders is eligible, opening of the financial bid of the bidder will be at the discretion of SECI. Thereafter SECI will take appropriate action as deemed fit.
- vii) Ranking of bidders after Financial bid Evaluation: In case of financial bids in the form of VGF and Discounted tariff quoted by bidders, priority shall be given to the discounted tariff bids over VGF bids and ranking of bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B1	₹ 53,00,000/- (VGF in ₹/MW)	L4
B2	₹ 4.30 (discounted tariff in ₹/ kWh)	L1
B3	₹ 0 (VGF in ₹/MW)	L3
B4	₹ 4.40 (discounted tariff)	L2
B5	₹ 63,00,000/- (VGF in ₹/MW)	L5

4.3. Reverse Auction (Step-3)

Procedure for electronic Reverse Auctioning (e-RA):

1. The e-RA shall be conducted on www.tcil-india-electronictender.com. e-RA shall be carried out on the day as intimated by SECI to the eligible bidders.

2. After financial bid evaluation, the bidders shall be shortlisted in the ascending order of financial bids quoted. Out of the total number of such bidders, top 50% of the bidders starting from the L1 Bid subject to minimum of 3 bids shall only be eligible for e-RA.

The e-RA shall be conducted as follows:

At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent to by email to all bidders whose technical bids have been opened and found to be qualified. However from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning will be sent to all those bidders only who have been shortlisted based on the criteria mentioned in IFB.

3. Shortlisted bidders for Reverse Auction will be able to login into the TCIL website of reverse auction 15 minutes before the start time of reverse auction.

- i. During the 15 minutes prior to start of reverse auction process, the respective first round VGF/first year discounted tariff along with the total qualified capacity of the bidder shall be displayed on its window.
- ii. The minimum decrement value of VGF for Reverse Auction is ₹ 25,000/- per MW. During the reverse auction process, the bidder can mention its revised VGF value which has to be at least ₹ 25,000/- less than its current quoted VGF value. For e.g. (if the current quoted VGF is ₹5,40,000.00, then the revised VGF has to be any value lower than ₹5,15,000.00, i.e. for e.g. ₹5,12,135.46 or ₹4,86,999.00). Similarly, the minimum decrement value for discounted tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised discounted tariff which has to be at least 1 paisa less than its current discounted tariff.
- iii. Bidders can only quote any value lower than their previous quoted VGF/discounted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at no stage, increase in VGF / discounted tariff will be permissible.
- iv. During Reverse Auction, the bidder shall not have the option of changing total capacity while quoting VGF/discounted tariff during reverse auction.
- v. At any point during Reverse Auction, either VGF or discounted tariff field shall remain enabled for the bidder. The VGF field remains enabled as long as quoted VGF is positive, i.e. more than zero and the discounted tariff field remains disabled. Once the VGF value becomes zero, from the next step onwards the discounted tariff becomes enabled and the VGF field becomes disabled.
- vi. A bidder quoting positive VGF can go for discounted tariff option during the reverse auction as mentioned in example below:
For e.g. If the bidder has quoted VGF as ₹ 2,43,500/- per MW at any stage during reverse auction and wishes to forgo VGF and quote Discounted Tariff for further competition, the following steps are to be followed:
 - a. Step 1: It will have to mention the VGF as ₹ 0/-. (VGF will stand as ₹ 0/- and tariff as ₹ 4.50/kWh).
 - b. Step 2: It will have to mention its discounted tariff value. (Now, if the Bidder wants to quote ₹ 4.35 as the tariff, then he has to mention the value in the discounted tariff field).

In the bidder's bidding window, the following information can be viewed by the bidder:

1. Its First round VGF/ discounted tariff as their initial start price and there after last quoted VGF/discounted tariff along with Project capacity for which the bidder is qualified.
 2. The list of all the bidders with their following details:
Pseudo Identity, last quoted VGF, tariff and project capacity.
- vii. The initial auction period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

4.4. Selection of Successful Bidders

The bidders shall be sorted in the ascending order with lowest quoted tariff (being L1) and then non zero positive VGF and so on. Some of the possible scenarios including, but not limited to, are shown below:

Scenario - 1	Scenario - 2
INR 5.26 (discounted tariff)	INR 5.26 (discounted tariff)
INR 5.30 (discounted tariff)	INR 4.75 (, discounted tariff)
...	...
...	...
INR 53,00,000/- (VGF)	INR 0/- (zero VGF)
INR 70,00,000/- (VGF)	INR 20,00,000/- (VGF)

The major aspect to be taken care of by the bidders at the bidding stage is that in case the bidder opts for discounted tariff in the covering letter and the Electronic Format, then he shall not quote VGF in the bidding stage and that he shall quote Rs. 4.50/kWh as the initial bidding tariff.

- 4.4.1. The bidders shall be shortlisted in the ascending order as illustrated above. The bidder ranked as L1 based on the above shortlisting shall be awarded the Project.

In case of tie, among two or more bidders (i.e. their last quoted discounted tariff/VGF being the same) they will be considered in the chronological

order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:
Step 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

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

- 4.4.2. At the end of selection process, a letter of Intent (LOI) will be issued to the successful bidder.
- 4.4.3. In all cases, SECI's decision regarding selection of bidder through Reverse Auction or other- wise based on First Round VGF/discounted tariff or annulment of tender process shall be final and binding on all participating bidders.

Section 5

[Not Used]

Section 6

FORMATS FOR BID SUBMISSION

Section 6

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 Clause 3.7 of Section 3 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Power of Attorney (Format 6.2)
- iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Technology break-up (Format 6.6)
- viii. Format for Disclosure (Format 6.7)
- ix. Format for submission of financial bid (VGF Requirement- Format 6.8 A)
- x. Format for Preliminary estimate of cost of Solar PV Power Project (Annexure-A)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-6.1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

GM (C&P)

Solar Energy Corporation of India,

1st Floor, D-3, A-Wing, Religare Building,

District Centre, Saket, New Delhi-110017

Sub: Response to RfS No-----dated ----- for development of Solar PV Project

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to the Defence Establishment and terms and conditions of the standard VGF Securitization Agreement hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted more than one response to RfS including this response to RfS. We are submitting application for Setting up of 5 MW Grid Connected Solar PV Project at Ordnance Factory, Kanpur under VGF scheme.

1. We give our unconditional acceptance to the RfS, dated [*Insert date in dd/mm/yyyy*], standard PPA and standard VGF Securitization Agreement attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and VGF Securitization Agreement, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA and VGF Securitization Agreement are executed as per the provisions of the RfS, provisions of PPA and provisions of VGF securitization agreement shall be binding on us. Further, we confirm that the Project shall be commissioned as per the provisions of the RfS/PPA.

2. VOID.

3. We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.2A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.14 of this RfS.

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance

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

6. 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, execute the PPA and execute VGF securitization agreement, in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.

8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from SECI.

9. 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.

10. We confirm that all the terms and conditions of our Bid are valid upto _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred twenty (120) days from the last date of submission of response to RfS).

11. We hereby confirm that in the event of our selection as the Project Developer for the said Project, we shall furnish to SECI within 15 days of issue of LOI, a Success Fee of Rs. 18.17 lakh/MW, failing which, SECI shall have the right to encash the EMD submitted by us and cancel the Project allocation.

12. Contact Person

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

Name :

Designation:

Company :

Address :

Phone Nos.:

Mobile Nos.:
Fax Nos. :
E-mail address :

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

Dated the _____ day of _____, 2016

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person authorized by the Board)

FORMAT-6.2

(Applicable only in case of Consortiums)

Format for Power Of Attorney

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

POWER OF ATTORNEY

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

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

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation

Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 6.3 A

Format for Earnest Money Deposit

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

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert Capacity of Plant and name of the place] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees 50 Lakhs 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 3.14 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 Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.14 of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

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 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.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause 3.14 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 of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT- 6.3 B

Format for Performance Bank Guarantee for Solar PV Project

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected 'Solar Project Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected Solar Project Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar PV Project of the Solar Project Developer and issuing Letter of Intent No. ----- (insert LOI No.) to(Insert Name of selected Solar Project Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Project Developer]. 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 upto and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Project Developer].

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 Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the selected Solar Project Developer] 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 Delhi shall have exclusive jurisdiction.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ 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 of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

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

FORMAT-6.4

Format for Board Resolutions

(to be submitted on should be on the Letter Head of the Bidding Company)

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 / the Companies Act, 2013 (as applicable) passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for Setting up of 5 MW Grid Connected Solar PV Project at Ordnance Factory, Kanpur under VGF scheme in the country of India, including signing and submission of all documents and providing information / response to RfS to Solar Energy Corporation of India (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / the Companies Act, 2013 (as applicable) and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

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

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

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.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

FORMAT - 6.5

Format for 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 _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS, execution of Power Purchase Agreement and execution of VGF securitization agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India (SECI) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ constituted under

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 Ordnance Factory, Kanpur desires to purchase power under the VGF scheme of Jawaharlal National Solar Mission;

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

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

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:
Address:

Name:
Address:

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

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

Witnesses:

1) Signature -----
Name:
Address:

2) Signature -----
Name:
Address:

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

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

Witnesses:

1) Signature -----
Name:
Address:

(2) Signature -----
Name:
Address:

Signature and stamp of Notary of the place of execution

FORMAT 6.6

Declaration by the Bidder for the proposed technology break-up

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

1	Name of Bidding Company	
2	Estimated Capacity Utilization Factor	%
3	Estimated Annual Generation of Electrical Energy	kWh
4	Proposed Technology Break-up	
	Capacity to be installed with tracker (single-axis/dual-axis)	
	Capacity to be installed using Thin Film Modules	
	Capacity to be installed using Crystalline Silicon Technology	
	Any Other Technology	

Signature of the Authorized Signatory
Name of the Authorized Signatory

FORMAT 6.7

Format for Disclosure

[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]

Disclosure

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

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

(Signature & Name of the person Authorized By the board)

Date:

FORMAT- 6.8 A

FINANCIAL PROPOSAL

Covering Letter (On letter head of the Bidder/Lead Member of the Bidding Consortium)

[Date and Reference]

To,
GM (C&P)
Solar Energy Corporation of India
1st Floor, D-3, A-Wing, Religare Building,
District Centre, Saket, New Delhi-110017

Sub: Response to RfS for Selection of developer for 5 MW Grid connected Solar PV Project at Ordnance Factory, Kanpur vide RfS No.-----

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for setting up of 5 MW grid connected solar PV project at Ordnance Factory, Kanpur as a Bidder.

I/ We agree that this offer shall remain valid for a period of 120 (One hundred and Twenty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note:

1. There can be only one VGF/ discounted tariff to be quoted. If the bidder quotes two VGF amounts/ discounted tariffs or combination thereof, then the financial bid shall be considered for rejection.
2. VGF requirement/discounted tariff shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. In case of non-zero positive VGF, all figures are to be rounded off to the nearest Rupee only and any figures given in paise will be not considered. In case of discounted tariff offered, the tariffs must be entered upto two decimal places, otherwise the same shall be suitably truncated by SECI.

(Signature, name and designation of the Authorized Signatory)

Annexure-A**Preliminary Estimate of Cost of Solar PV Power Project**

Project Capacity: 5 MW

Location:

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in INR Lakh) (in words)
I.	SPV Modules		
II.	Power Conditioning Units		
III.	Civil and General Works / Mounting Structures		
VI.	Balance of the Plant including interconnection arrangement		
V.	Other Costs		
	Total Estimated Project Cost		

(Signature)**(Name of Authorized Signatory)
(Name of the Bidding Company)**

**Technical Parameter of PV Module and various other components for use in
Grid Connected Solar Power Plant**

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

1. PV Module Qualification

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

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

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
Grid Connectivity	Relevant CERC Regulations and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50° C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN 50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years)

4. Other Sub-systems/Components

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

5. Authorized Test Centres

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

6. Warranty

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

7. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

8. Performance Monitoring

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

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

9. Safe Disposal of Solar PV Modules:

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

10. Capacity of Solar PV Projects:

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	5 MW	5 MW	5 MW	5 MW

*Rated capacity shall mean as mentioned in clause 2 above. In case the rated capacity is mentioned in kVA, the certificate from OEM declaring the power factor of the Inverter/PCU at 50⁰ C has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

- Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.

Commissioning Procedure
(liable to change as per provisions of the scheme)

- i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure B of the RFS document.
- ii) The SPD shall give to the concerned Defence Establishment and RLDC/SLDC, State Nodal Agency (SNA) and SECI at least twenty (20) days advance preliminary written notice and at least ten (10) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

The SPD will have to submit to SECI for verification/cross check.

- 1. Covering Letter
- 2. Board resolution for authorized signatory.
- 3. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment as available).
- 4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-B
- 5. Installation report as per Appendix-B-2.
- 6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
- 7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate.
- 8. SPD shall ensure Connectivity to the grid from concerned STU/DISCOM. Connectivity report to be submitted as per the Appendix-B-3.
- 9. Synchronization Certificate as per prescribed format issued by the STU/DISCOM for ascertaining injection of power into grid as per Appendix-B-4.
- 10. Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
- 11. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.

12. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
- v) After the submission of the documents by SPD, SECI shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by SECI, the same have to be submitted/uploaded by the SPD.
 - vi) Only after all the required documents are verified by SECI, the SPD shall have to submit/update on the portal the proposed commissioning date along with commissioning order issued by the State Nodal Agency or SECI.
 - vii) After the proposed commissioning date along with commissioning order is submitted, the commissioning committee shall visit the site within 05 working days to verify the technical compliance on site as per the information submitted by the bidder. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
 - viii) SPD shall have to submit the as-built drawing after the commissioning prior to the COD.
 - ix) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by SECI. In order to facilitate this, SPD shall inform the concerned RLDC/SLDC and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 20 days prior to the proposed commissioning date.
 - x) Joint Meter Reading (JMR) shall be taken at Delivery Point at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and plant premises.
 - xi) SPD shall schedule the Commissioning of the Project as per the commissioning procedure elaborated in clause 3.16.

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

Installation Report

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

Sample Connectivity Report

(To be provided by concerned STU/Transmission Utility/Discom)

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

The details of Solar Power Plant are as under:-

Sr. No.	Name of Solar Project Developer & Location	Capacity Mentioned in Agreement	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	<> MW	Metering Detail at Delivery Point (<Village>) S.No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of < kV> PT i) <R-Phase> ii) <Y-Phase> iii) <B Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: <> 132 kV GSS, <>, <>, (<Distt.>)	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipment is as under:

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

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

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

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

Complete system commissioned on date-----

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

Sample Synchronization Certificate

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

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

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

NB:

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

Sample Commissioning Certificate of Solar PV Project

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

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

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

NB: To be issued by State Nodal Agency/SECI.

Check list for Bank Guarantees

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

Annexure-D**List of Banks for Issuance of Bank Guarantees against EMD**

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Crédit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd.
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

Special instructions to Bidders for e-Tendering**General**

The Special Instructions (for e-Tendering) supplement Section-3 'Bid Information and Instruction to Bidders', as given in this Request for Selection (RfS) Document. Submission of Online Bids is mandatory for this Tender.

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, SECI has decided to use the portal **<https://www.tcil-india-electronictender.com>** through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

Instructions**Tender Bidding Methodology:****Sealed Bid System**

Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries

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

Digital Certificates

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

Registration

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

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

Important Note:

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

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

TCIL/ Helpdesk	ETS
Telephone/ Mobile	Customer Support: +91-11- 26202699 (Multiple Telephone lines) (Monday to Friday From 10 AM to 6 PM except Government Holidays) Emergency Mobile Numbers: +91-9868393792, 9868393775, 9868393717

Email-ID	ets_support@tcil-india.com
----------	--

Some Bidding related Information for this Tender (Sealed Bid)

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

Submission of Bid-Parts

- Envelope I (Technical-Bid)
- Envelope II (Financial-Bid)

In addition to the above, the bidders are required to submit certain documents physically offline also as per clause 3.21, failing which the technical bids will not be opened.

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 Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail.**

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

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronicstender.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.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder.

6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

NOTE:

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

Minimum Requirements at Bidder's End

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

For further assistance please contact TCIL Helpdesk as specified below.

Customer Support: +91-11- 26202699 (Multiple Telephone lines) (10 AM to 6 PM Monday to Friday except Government Holidays)

Emergency Mobile Numbers: +91-9868393792, 9868393775, 9868393717

Helpdesk email ID: ets_support@tcil-india.com

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the First round VGF / discounted tariff and total capacity of project of qualified Project(s), SECI shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Bidders may note that, although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
 - f) LOI shall be placed outside the TCIL e-portal & further processing of the LOI shall also be outside the system.

- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – D of the RfS document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
 - i) SECI will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.tcil-india-electronictender.com>
11. **No queries shall be entertained while Reverse Auction is in progress.**

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

Procedure of Reverse Auctioning

- i. All bidders are to submit their “First Round VGF” in the Financial Bid (Second Envelope) as per the instructions mentioned in RfS.
- ii. Online Reverse Auction: The ‘Opening Price’ i.e. start price for Reverse Auction will be the “First Round VGF/ Discounted tariff” quoted by the bidders and the qualified capacity.
- iii. Bidders, by offering a price equal to or lower than the “Next Valid Bid, can become “L1” Bidder and this continues as an iterative process.
- iv. After completion of the online Reverse Auction, the last quoted price shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online Reverse Auction, then SECI may consider the “First Round VGF/ discounted tariff” bid received through e-tendering for selection.

e-Reverse Auction would be conducted after shortlisting of qualified bidders as per **Clause 4.2 and 4.3.**

The following would be parameters for e-Reverse Auction:

Sr. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the Reverse-Auction closing time', if last bid received is within a	Yes

	'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	First Round VGF/discounted tariff Quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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

ROLES AND RESPONSIBILITIES

SECI Responsibilities:

- 1) SECI shall undertake the project management consultancy activities including bid processing management, preparation and publication of request for selection of documents for selection of SPD's, evaluation of bids received against the RfS, Selection of SPD's, Construction Monitoring etc. including commissioning and synchronization for implementation of the solar project on mutual agreed terms and as per the scheme of MNRE for which OFC will not be liable to pay any fee to SECI. The capacity of the project will be worked out on the basis of load data provided by OFC. The power so generated will be fully consumed by OFC.
- 2) Liaisoning with MNRE and release of VGF as per the provisions of the scheme.
- 3) Any other activities as deemed fit and necessary for the parties for achieving the objectives of the MOU signed between SECI & OFC
- 4) The implication on account of statutory levies due to change in law or thereof (if any) shall be addressed with appropriate provisions of PPA.

OFC Responsibilities:

- 1) To provide land free from encumbrance for the entire term of the PPA to the SPD selected by SECI on right to use basis.
- 2) To enter into long term PPA for a period of 25 years with the SPD selected by SECI at the pre-fixed tariff as per the scheme or discovered tariff (as applicable) for purchase of power generated on long term basis with an appropriate payment security mechanism built therein.
- 3) OFC facilitate the necessary permits and clearances required for construction and operation of solar projects.
- 4) Any other activities as deemed fit and necessary for the parties for achieving the objectives of the MOU signed between SECI & OFC

Details pertaining to site contour and load data of OFC have been uploaded on the website <https://www.tcil-india-electronictender.com>

Site photographs:

SLD for power supply