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(A Government of India Enterprise)
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Request for Selection (RfS) Document

For

Selection of Solar Power Developers for Setting up of 10
MW Grid Connected Solar PV Power Project to be
installed at Bagru, Jaipur District, Rajasthan under
Competitive Bidding

RfS No. [SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/062020](#)

Dated : 11/06/2020

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DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer/ Owner immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. While this RfS document 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 document, even if any loss or damage is caused by any act or omission on their part.
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Place: New Delhi

Date: 11/06/2020



SECTION - I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

SELECTION OF SOLAR POWER DEVELOPERS FOR SETTING UP OF 10 MW GRID CONNECTED SOLAR PV POWER PROJECT TO BE INSTALLED AT BAGRU, NEAR CHITROLI, JAIPUR DISTRICT, JAIPUR, INDIA UNDER COMPETITIVE BIDDING

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

- 1.0 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 2.0 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 03.08.2017 including its Amendments vide Gazette Resolutions dated 15.06.2018, 07.01.2019, 11.07.2019 and 23.10.2019. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar PV Power Projects, having size of 5 MW and above, through competitive bidding. This RfS document has been prepared in general with the above Guidelines dated 03.08.2017 including its amendments dated 15.06.2018, 07.01.2019, 11.07.2019 and 23.10.2019 issued by MoP.
- 3.0 As part of the Government of India’s targets of achieving a cumulative capacity of 100 GW Solar PV installation by the year 2022, SECI wishes to invite proposals for setting up of Grid Connected Solar PV Power Project to be installed at Bagru Kala Town, Near Chitroli Village, Jaipur District, Rajasthan, India on BOO (Build Own Operate) basis for an aggregate capacity of 10 MW. Jaipur Development Authority (JDA) shall enter into Power Purchase Agreement (PPA) with the successful bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 4.0 Power generated from the above Projects by the Solar Power Developer (SPD) shall be sold to Jaipur Development Authority (JDA) directly.

OVERVIEW OF THE RfS

- 5.0 Solar Power Developer (hereafter referred to as SPD) selected by SECI based on this RfS, shall set up ground based Solar PV Power Project on BOO (Build Own Operate) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The standard PPA document is being uploaded and can

be downloaded from the e-tendering portal <https://www.bharat-electronictender.com>.

- 6.0 JDA shall enter into PPA with successful bidder for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at **INR 3.20/ kWh for 25 years**. The Bidder will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
- 7.0 Bidders shall submit their bid by offering a single tariff for the entire Package, which shall be applicable for all the 25 years. The Package is comprising of cumulative capacity of 10MW. The minimum capacity for which any bidder could bid for, would be of 10MW corresponding to the entire Package.
- 8.0 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 03 years after COD), JDA will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

- 9.0 The Project to be selected under this RfS for aggregate capacity of 10 MW to be installed at Bagru Kala Town, Near Chitoli Village in Jaipur District, Rajasthan, India, provide for deployment of ground based Solar PV Technology. However, the selection of Projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.
- 10.0 Already commissioned Projects cannot be considered under this RfS. Projects under construction or Projects which are not yet commissioned will also not be considered, irrespective of the fact that these Projects are not already accepted under any other Central or State Government Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.

GUIDELINES FOR IMPLEMENTATION OF THE RfS

- 11.0 This RfS document has been prepared in general based on the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" issued by Ministry of Power vide Gazette Resolution dated 03.08.2017 including its amendments issued by Ministry of Power vide Gazette Resolutions dated 15.06.2018, 07.01.2019, 11.07.2019 and 23.10.2019. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.

- 12.0 Solar Energy Corporation of India Limited (SECI) has issued this RfS in the capacity of “Consultant”, SECI may develop a suitable monitoring mechanism, to analyse the performance of the Projects and carry out random checks to verify compliance of quality standards.
- 13.0 JDA may ask SPD to meet the requirements of the appropriate commission such as forecasting and scheduling requirements, or such other requirements including partial storage, to improve power quality.

GENERAL

- 14.0 The complete RfS Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com> as well as on CPPP portal <https://eprocure.gov.in/cppp/> and SECI’s website <http://www.seci.co.in>. Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.
- 15.0 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com (India) Pvt. Limited (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent RfS documents.

The bidders may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 09:30 hours to 18:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (*hereinafter referred to as the ‘portal’*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited, New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

- 16.0 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by SECI for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.** In the event of not opening of the bid with the pass-phrase provided by the bidder, SECI on its discretion may give an option through the portal, to the bidder to open its bid as

per provisions available on the portal. However, SECI shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- 17.0 A Single Stage Two Envelope followed by e-Reverse Auction (e-RA) Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Employer and the Bidder/ SPD shall be governed by the RfS Documents/ Contract signed between the Employer and the SPD for the package.
- 18.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on e-tendering portal of ETI <https://www.bharat-electronictender.com>, CPPP portal <https://eprocure.gov.in/cppp/> and SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet. **However, incase of any discrepancy, the information available on ETI website shall prevail**
- 19.0 Bidder shall submit bid proposal along with non-refundable Document Fees and Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees and/ or Bid Processing Fees and/ or Earnest Money Deposit (EMD) may be considered as non-responsive. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 20.0 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from e-tendering portal of ETI <https://www.bharat-electronictender.com> or from CPPP portal <https://eprocure.gov.in/cppp/> or from SECI's website <http://www.seci.co.in>. **It is mandatory to download the official copy of RfS Document from e-tendering Portal of ETI in order to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ETI website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI website. The same may also be uploaded on CPPP portal <https://eprocure.gov.in/cppp/> and SECI's website <http://www.seci.co.in> also. **However, incase of any discrepancy, the information available on ETI website shall prevail.**
- 21.0 Incase the RfS provides provision for multiple bids by a common bidder, then separate EMD(s), Bid Processing Fees and Document Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of SECI (offline) whose mailing address is mentioned in the Bid Information Sheet.

- 22.0 For multiple Projects, separate Performance Guarantees shall be furnished against each Project being executed under this RfS by the SPD after issuance of Letter of Award (LoA) by SECI.
- 23.0 The detailed Qualifying Requirements (QR) are given in Section-III of the RfS.
- 24.0 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 25.0 ***SECI reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	Name of Work/ Brief Scope of Work/ Job	Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project to be installed at Bagru Kala Town, Near Chitroli Village, Jaipur District, Rajasthan, India.				
(B)	RfS No. & Date	SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/062020 dated 11.06.2020				
(C)	Type of Bidding System	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;">Yes</td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	Yes					
(D)	Type of RfS/ Tender	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	E-TENDER	Yes	MANUAL	<input type="checkbox"/>
E-TENDER	Yes					
MANUAL	<input type="checkbox"/>					
(E)	Completion/ Contract Period	As mentioned in RfS Documents [Reference Clause No. 16.b, Section-II, Instructions to Bidders (ITB) of RfS]				
(F)	Document Fee/ Cost of RfS Document (Non-Refundable)	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST, to be submitted either through NEFT/ RTGS transfer in the Bank Account of SECI, or in the form of DD/ Pay Order, along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi</p>	APPLICABLE	Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	Yes					
NOT APPLICABLE	<input type="checkbox"/>					

(G)	Bid Processing Fee (Non-Refundable)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/> Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 100,000/- (Indian Rupees One Lac Only) + 18% GST for each response to be submitted either through NEFT/ RTGS transfer in the Bank Account of SECI, or in the form of DD/ Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.</p>	APPLICABLE	<input type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(H)	Earnest Money Deposit (EMD)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/> Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 4,500,000/- (Indian Rupees Forty Five Lacs Only) to be submitted in the form of Bank Guarantee along with the Response to RfS in line with Clause No. 10, Section-II, ITB of the RfS document.</p>	APPLICABLE	<input type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(I)	Performance Security/ Performance Bank Guarantee (PBG)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/> Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>To be submitted in the form of Bank Guarantee in line with Clause No. 11, Section-II, ITB of the RfS document</p>	APPLICABLE	<input type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					
(J)	Date, Time & Venue of Pre-Bid Meeting	<p>Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017</p> <p>15:00 HRS on 22.06.2020</p>				
(K)	Bid Submission Deadline (Offline & Online)	<p>upto 15:00 HRS on 24.07.2020</p>				
(L)	Techmo-Commercial Bid Opening	<p>w.e.f. 16:00 HRS on 24.07.2020</p>				
(M)	e-Reverse Auction (e-RA)	<p>Will be informed to shortlisted bidders. Date and time of e-RA shall be intimated through email.</p>				

(N)	Contact Details of M/s ETI	M/s Electronic Tender.com (India) Pvt. Limited 1001, City Court, M. G. Road Gurugram - 122 002, HARYANA Contact Person : ETS Helpdesk Contact No. : 00 91 124 4229071 / 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays) Email : support@esn-ets.com
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Sh. Sanjay Sharma General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited D-3, 1 st Floor, A-Wing, Prius Platinum Building District Centre, Saket, New Delhi - 110 017 Tel No. 0091 11 71989256 Email : contracts@seci.co.in
(P)	Details of persons to be contacted in case of any assistance required	1) Sh. Manas Ranjan Mishra Manager (Contracts & Procurement) Ph: 0091 11 71989294 2) Sh. Sunil/ Sh. Kartik Deputy Manager (Contracts & Procurement) Ph: 0091 11 71989264
(Q)	Details of persons to be contacted in case of any technical assistance required	1) Ms. Anita Mohan Goel Senior Manager (Power Systems) Ph: 0091 11 71989226

Notes:

- 1.0 Bids must be submitted strictly in accordance with Section-II, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) if any from e-tendering portal of ETI (<https://www.bharat-electronictender.com>) and/ or from CPPP portal (<https://eprocure.gov.in/cppp/>) and/ or from SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.

- 5.0 Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and/ or <https://eprocure.gov.in/cppp/> and/ or www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.



SECTION - II

INSTRUCTION TO BIDDERS (ITB)

Preamble

This part (Section - II) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of the Employer/ Owner and Bidders/ Contractors shall be governed by the RfS Documents/ Contracts signed between the Employer/ Owner and the Contractor for the respective package(s). The provisions of RfS Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - II and the RfS Documents, the laws of the Union of India shall be the governing laws and courts of Jaipur shall have exclusive jurisdiction.

1 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the websites of ETI {M/s Electronic Tender.com (India) Pvt. Limited} <https://www.bharat-electronictender.com> and/ or from CPPP (Central Public Procurement Portal) <https://eprocure.gov.in/cppp/> and/ or from SECI website www.seci.co.in. A link of the same is also available at www.seci.co.in.

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

2 COST OF RfS DOCUMENTS & PROCESSING FEES

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Bid Processing Fee and Cost of RfS Documents as mentioned in the Bid Information Sheet. A Bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of Bid Processing Fee and Cost of RfS Documents. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/ RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bank details of SECI for electronic transfer of fund and/ or issuance of BG is mentioned in Annexure-C of RfS. ***The bids submitted without Cost of the RfS Document and/ or Bid Processing Fee (including partial submission of either of the respective amounts) and/ or Earnest Money Deposit (EMD), shall not be considered for the bidding and such bids shall not be opened online by SECI.***

The Bid Processing Fee and Cost of RfS are exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/ DIC Categories only. In order to avail the exemption in Bid Processing Fee and Cost of RfS in case of Consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar/ DIC Categories only.

3 TOTAL CAPACITY OFFERED

- 3.1 Selection of Grid Connected Solar PV Power Project for total capacity of 10 MW will be carried out through e-bidding followed by e-Reverse Auction process. The Project will be setup at Bagru Kala Town, Near Chitroli Village, Jaipur District, Rajasthan, India.
- 3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected ground based Solar Photovoltaic Power Plant on Build-Own-Operate (B-O-O) basis. **The minimum capacity for which any bidder could bid for, would be of 10MW against the entire Package.**

- 3.3 Project shall be allocated in the configuration of 1 x 10 MW, i.e. each Package shall have a fixed capacity of 10 MW and a maximum of 01 such Package shall be allotted under the RfS. Project shall be connected at 33kV of the 132kV RVPNL Grid Substation located at Bagru where it interconnects to RVPNL/ STU Network of 33/11kV Substation at Bagru (both are approximately 10KM away from the proposed Project location).

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

Project Configuration

The term “Project” shall have the meaning as defined in Section IV of the RfS, and shall refer to the Cumulative Project Capacity as quoted by/ awarded to the Bidder.

The Bidder shall however, set up the cumulative Project capacity at a single location, or he may configure the “Project” as being sub-divided into a number of “Blocks”, being set up at multiple locations across the land (i.e. approximately 15 Hectare Vacant Land owned by JDA at Bagru Kala Town, Near Chitroli Village, Jaipur District, Rajasthan, India), if required. Following points are to be noted in this regard:

- a) A “Block” under this RfS, shall refer to an installation capacity of 5 MW, to be interconnected at desired interconnection point.
- b) The Project consists of 02 (Two) number of Blocks, each being in multiples of 5 MW and minimum capacity of each Block shall be 5 MW. The minimum voltage level for each Block shall be 33kV.
- c) Single tariff shall be quoted by the Bidders for each Blocks.
- d) Power Purchase Agreements shall be signed for entire Project of 10MW. The Bidders shall be responsible for obtaining Connectivity for each Block.
- e) The Bidders may modify the Project configuration subsequent to issuance of LoA until the deadline of Financial Closure, subject to the condition that the condition as per (d) above. SECI shall not be responsible for any delay in obtaining Connectivity on account of Block location(s), which might lead to delay in achieving Financial Closure and in-turn, Commissioning of the Project.

4 PROJECT LOCATION

The entire Project having cumulative installation capacity of 10MW, under the RfS shall be located at an identified 15 Hectare Vacant Land owned by JDA at Bagru Kala Town, Near Chitroli Village, Jaipur District, Rajasthan, India. Annexure-A6 may be referred.

5 PROJECT SCOPE & TECHNOLOGY SELECTION

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

dedicated transmission network up to the Interconnection/ Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/ or dedicated transmission network upto interconnection/ delivery point including those required from State Government and local bodies shall be in the scope of the SPD. All the expenses for obtaining such clearance shall be borne by the SPD only. However, JDA/ SECI shall facilitate for obtaining such approvals.

The Projects to be selected under this scheme provide for deployment of PV Technology. However, the selection of Projects would be technology agnostic within PV Technology and Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed.

The SPD shall be required to follow the applicable rules regarding Project Registration with the State Nodal Agency in line with the provisions of the applicable Policies/ Regulations of the State where the Projects/ Packages are being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

6 MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER

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

- (i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit only a single bid for entire Project having cumulative capacity of 10MW in the prescribed formats as detailed Clause No. 20, Section-II, ITB.
- (ii) The total capacity of Project to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to cumulative capacity of 10 MW being awarded to a single Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company.
- (iii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for allocation of Project is elaborated in Section-V of RfS.
- (iv) In case the bidder wishes to set up more than one Package, then the Packages would need to be physically identifiable for the Project Capacity with separate boundary, separate injection points and metering arrangement.

7 CONNECTIVITY WITH THE GRID

- 7.1 Each Block should be designed for interconnection with the desired substation (132kV RVPNL Grid Substation located at Bagru where it interconnects to RVPNL/ STU Network or 33/11kV Substation at Bagru) in accordance with the prevailing CERC regulations and State regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other

regulations (as amended from time to time) issued by Appropriate Commission and Central Electricity Authority (CEA) and any other statutory body(ies). Minimum voltage for interconnection shall be 33kV.

- 7.2 The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.
- 7.4 The arrangement of connectivity upto 33kV GSS Bagru/ 132kV STU Substation/ Delivery Point shall be made by the SPD. It has to be made through a dedicated transmission line. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/ Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto the Interconnection Point will be borne by the SPD. The meters for each Project at connecting substation shall be sealed by CTU/ STU/ DISCOM/ SLDC. In case of non-availability of Grid and Transmission System during Term of the PPA, for reasons not attributable to the SPD, provisions of Article 4.10 of PPA shall be applicable.
- 7.5 Beyond the delivery point, the generated Solar Power will be wheeled to the JDA Load Points/ STPs using STU/ RVPN and DISCOM network during day time and the surplus power after meeting the day load requirement of these STPs will be banked and shall be utilized by JDA as per the prevailing Solar Policy and Regulations of Rajasthan. The various charges such as STU Charges/ SLDC charges/ Transmission Losses, Wheeling and Banking charges and other losses/ taxes/ duties/ cess etc., beyond the Delivery Point/ Interconnection Point shall be borne by JDA as per Transmission/ Wheeling Banking Agreement to be signed between JDA and STU and DISCOM respectively for the entire term of PPA.
- 7.6 The SPD shall comply with CERC/ SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity. Any penalty with respect to the deviation under this clause shall be in the scope of SPD.
- 7.7 Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.
- 7.8 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the PPA.
- 7.9 The Buying Utility will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.
- 7.10 Atleast 30 days prior to the proposed commissing date, the SPD shall be required to submit prior the connectivity letter from State Transmission Utility (STU), confirming technical feasibility of connectivity of the plant to the STU substation.
- 7.11 The final scheme for injecting power from the Solar PV Project to the Pooling Point/ Grid/ Interconnection Point alongwith Metering Arrangement will be as per the approval accorded by Competent Authorities.

8 POWER GENERATION BY SOLAR POWER DEVELOPER

8.1 Criteria For Generation

The bidders will declare the annual CUF of all the Blocks at the time of submission of response to RfS, which shall be allowed to revise once within first year after COD only. Thereafter, the CUF for the allocated Package shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 21%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar Panels and associated equipments as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. 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 18%, 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 JDA 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. The CUF for the period between COD/commencing date upto 1st April (if any) and 31st March upto final closing date (if any) shall be calculated on pro-rata basis.

8.2 Shortfall In Generation

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation provided in the PPA (Power Purchase Agreement)

The amount of compensation shall be equal to the compensation payable (including equivalent amount of Electricity purchased from the Grid for meeting load demand due to shortfall in Solar Power) by the Buying Entity, which shall ensure that the Buying Entity if offset for all potential costs associated with low generation and supply of Power under the PPA, subject to a minimum of 25% (Twenty Five Percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. The amount, being equal to the compensation payable, by the Buying Entity for not meeting load is only a measure of damage. It shall not be construed that the compensation is payable by SPD only if the Buying Entity are required to pay compensation for such not meeting of load or that the Buying Entity or the SPD shall be required to prove or establish such payment of compensation for not meeting the load.

SPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the SPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by Buying Entity. SPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-

estimate of the damages that may be suffered by Buying Entity in each case specified under this Agreement.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with JDA, affecting supply of solar power by the SPD to Buying Entity.

8.3 **Excess Generation**

Any excess generation over and above 10% of declared annual CUF will be purchased by JDA at its discretion {without any obligation to do so} at a fixed tariff of 75% (Seventy Five Percent) of the PPA tariff. However, the SPD shall inform at least 30 days in advance of such excess generation to JDA, to enable JDA take necessary actions for purchase of this excess generated energy. JDA shall be required to intimate its approval/ refusal to the SPD, for buying such excess generation not later than 07 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by JDA within the said period of 07 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.

While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption, he will not be allowed to sell any excess power to any other entity other than JDA (unless refused by JDA).

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

8.4 **Offtake Constraints Due To Transmission Infrastructure/ Grid Unavailability & Backdown**

- i. **Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):** After the scheduled commissioning date, subject to the submission of documentary evidences from the Competent Authority, if the Plant is ready in all respects upto the Delivery Point but the necessary Power Evacuation/ Transmission Infrastructure is not ready, for reasons not attributable to the SPD, leading to offtake constraint, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against JDA:

Transmission Constraint	Provision for Generation Compensation
If the Project is ready but the necessary power evacuation/ transmission infrastructure is not ready, leading to	The normative CUF of 19% (Nineteen Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 03 (Three) Contract Years, shall be procured by JDA at the

offtake constraint	PPA tariff so as to offset this loss.
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However, it is clarified that if the Project is ready for commissioning prior to the Scheduled Commissioning Date, but the offtake is constrained because of inadequate/incomplete power evacuation infrastructure up to the delivery point for the reasons attributable to SPD, no compensation shall be permissible.

Further, it is also clarified that if the Plant is ready in all respects upto the delivery point to connect to the delivery point and it is also ready to evacuate the power to RVPNL line but the necessary power evacuation/ transmission infrastructure is not ready/ available at the end of STU/ DISCOM network leading to offtake constraint (full or part), then JDA shall compensate SPD as per this clause assuming the off take constraint is due to JDA only.

- ii. **Generation Compensation in offtake constraint due to Grid Unavailability:** During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against JDA:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a Contract Year as defined in the PPA: (only period from 7 AM to 6 PM to be counted):	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) x (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p>

The excess generation by the SPD equal to this generation loss shall be procured at the PPA tariff so as to offset this loss in the succeeding 03 (Three) Contract Years.

However, it is also clarified that during the operation of the Plant, there can be some periods where the Project can generate Power but due to temporary transmission unavailability at the end of STU/ DISCOM network, then JDA shall compensate SPD as per this clause, assuming the off take constraint is due to JDA only.

- iii. **Offtake Constraints due to Backdown:**

(a) The SPD and Buying Entity shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission/STU. The

Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ State Load Dispatch Centre (LDC) of the Buying entity. In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Developer shall be eligible for a Minimum Generation Compensation, from Buying Entity, restricted to the following and there shall be no other claim, directly or indirectly against JDA:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p><i>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) x (number of backdown hours during the month)] x PPA Tariff</i></p> <p>Where, Average Generation per hour during the Month (kWh) = Total generation in the Month (kWh) ÷ Total hours of generation in the Month.</p>

The SPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions.

- (b) The Generation Compensation shall be paid as part of the energy bill for the successive month after receipt of Energy Accounts JMR/ SEA. It is hereby clarified that for the purpose of clause 8.4, “generation” shall mean scheduled energy based on Energy Accounts **as defined in PPA.**
- (c) No back-down/ curtailment to be ordered without giving formal/ written instruction for the same.
- (d) The details of back-down/ curtailment, including justifications for such curtailment, to be made public by the concerned Load Dispatch Centre/ JDA.

Note: Notwithstanding anything mentioned above, the provisions of Clause 8.4 of the RfS shall be applicable subject to the acceptance of the same by the respective Buying Utility (i.e. JDA) in the Power Purchase Agreement.

9 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

9.1 The SPD is required to obtain all necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

- a. Land : The land required for the Project will be provided by JDA on right to use basis.
- b. No Objection (NOC)/ Environmental clearance (if applicable) for the Project.
- c. Forest Clearance (if applicable) for the Project.
- d. Approval for water from the concerned authority (if applicable) required for the Project.
- e. A letter/ NOC from STU/ DISCOM Network confirming technical feasibility of connectivity of Plant.
- f. Any other clearances as may be legally required, in order to establish and operate the Project.

All the charges for obtaining such approvals, clearances and permits upto the delivery point of the Project shall be borne by the SPD only. However, JDA shall facilitate for obtaining such approvals.

The clearances, as applicable for the Project, shall be required to be submitted to JDA/ SECI prior to commissioning of the Project. In case of any of the clearances being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtained all the necessary approvals, clearances and permits for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPD.

9.2 SPD shall only be given the “right to use” of the land for this Project and JDA shall coordinate with the respective authorities and arrange for the same in favour of SPD.

Any neglect or omission or failure on the part of the bidder in obtaining necessary clearances and reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.

Note: - The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the issuance of LOA, which shall be complete in all respects, incorporating the clarifications/ changes as required by the concerned approving authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

10 EARNEST MONEY DEPOSIT (EMD)

10.1 Earnest Money Deposit (EMD) of INR 4,500,000/- (Indian Rupees Forty Five Lacs Only) in the form of Bank Guarantee according to Format 7.3 A and initially valid for 09 (Nine)

months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. SECI may seek extension in validity of submitted EMD prior to its expiry and the bidder(s) shall extend the validity suitably. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium.

- 10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to RfS. In addition to the banks listed at Annexure-C to RfS, the bidder can furnish the Bank Guarantees towards EMD issued by any Scheduled Commercial Bank as per RBI. Bank Guarantees issued by foreign branch of a bank either from bank list given in Annexure-C or from any Scheduled Commercial Bank as per RBI is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). The bank details of SECI for electronic transfer of fund and/ or issuance of BG is mentioned in Annexure-C of RfS.
- 10.3 The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of 07 (Seven) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the BG shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within 07 (Seven) days from the date of actual bid submission, if required.
- 10.4 The Bank Guarantee shall be effective only when the BG issuance or amendment message is transmitted by the issuing Bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Limited and a confirmation in this regard is received by SECI. Message Type: IFN760COV to be used by Issuing Bank.
- 10.5 On receipt and after successful verification of the Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidders within 15 working days. The EMD of all unsuccessful bidders will be returned as promptly as possible but not later than 10 days of the e-RA.
- 10.5 **The EMD is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/ DIC Categories only. In order to avail the exemption in EMD in case of Consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar/ DIC Categories only.**

11 **PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE (PBG)**

- 11.1 Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value INR 18,000,000/- (Indian Rupees One Crore Eighty Lacs Only) {@ INR 1,800,000/- per MW} within 30 days of issuance of Letter of Award (LoA) or before signing of PPA(s), whichever is earlier. It may be noted that successful Bidders shall submit the

Performance Bank Guarantee according to the Format 7.3 B for a value INR 18,000,000/- with an initial validity period from the date of submission of the PBG until 17 (Seventeen) Months from the Effective Date of the PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. Non submission of PBG within the above timelines shall be treated as follows:

- a. Delay upto 01 month from due date of submission of PBG: Delay charges @ 1% of the PBG amount per month + 18% GST levied on per day basis shall be paid by the SPD to JDA in addition to the PBG amount.

In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ One Year SBI MCLR Rate/ Annum + 18% GST on pro-rata basis.

- b. Delay beyond 01 month from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by SECI and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

11.2 The Performance Bank Guarantees (PBGs) can be submitted separately for each Blocks.

11.3 The SPD shall furnish the Bank Guarantee(s) towards Performance Security from any of the Banks listed at Annexure-C to RfS. In addition to the banks listed at Annexure-C to the RfS, the SPD can furnish the Bank Guarantee(s) towards Performance Security issued by any Scheduled Commercial Bank as per RBI. Bank Guarantees issued by foreign branch of a bank either from bank list given in Annexure-C or from any Scheduled Commercial Bank as per RBI is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

11.4 The format of the Bank Guarantees prescribed in the Formats 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

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

11.5 The successful Bidders of the Projects selected based on this RfS are required to sign PPA with JDA within 30 (Thirty) days after the issuance of LoA. In case, JDA offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the

- requisite documents as per Clause No. 14, Section-II, Instructions to Bidders (ITB) or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be forfeited by SECI from the Bank Guarantee available either with SECI or with JDA (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Package(s) shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 11.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 11.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 11.8 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 11.9 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful bidders maximum within 30 (Thirty) days after the issuance of LoA to the successful bidder(s). The PBG of successful bidders/ developers/ SPDs shall be returned to them, immediately after successful commissioning of their projects as per terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 16, Section-II, Instructions to Bidders (ITB) of RfS documents.
- 11.10 Any amount liquidated out of forfeiture of PBG (excluding extension charges towards delay in achieving Financial Closure) shall be retained with JDA.

12 **SUCCESS CHARGES**

Successful bidders shall have to pay INR 13,500,000/- (Indian Rupees One Crore Thirty Five Lacs Only) + 18% GST against the total capacity of 10MW to SECI towards administrative overheads, liaising with JDA, State Authorities, DISCOM, pre-commissioning and commissioning expenses. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or prior to execution of PPA whichever is earlier. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges **@ 12% per Annum + 18% GST**, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. **PPA shall only be signed after deposit of the Success Charges to SECI.**

In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below).

Further, balance amount to be paid shall attract Interest rate @ One Year SBI MCLR Rate/ Annum on pro-rata basis.

13 FORFEITURE OF EMD

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

- 13.1 If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 13.2 In case, JDA offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-II, Instructions to Bidders (ITB) of RfS documents or does not execute the PPA within the stipulated time period;
- 13.3 If after issuance of LoA, it is found that the documents furnished by the Bidder as part of response to RfS are misleading or misrepresented in any way;
- 13.4 If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No. 11, Section-II, Instructions to Bidders (ITB) of RfS document.

14 POWER PURCHASE AGREEMENT (PPA)

- 14.1 Jaipur Development Authority (JDA) shall enter into Power Purchase Agreement (PPA) with Selected Bidders based on this RfS. A copy of standard Power Purchase Agreement (PPA) to be executed between JDA and the selected SPD will be made available on e-tendering portal of M/s ETI <https://www.bharat-electronictender.com>, CPPP (Central Public Procurement Portal) <https://eprocure.gov.in/cppp/> and also in SECI's website www.seci.co.in. The PPA shall be signed within 30 days from the date of issuance of LoA, if not extended by JDA (*for e.g. If the LoA is dated 20.08.2020, then the last date of signing of PPA shall be 19.09.2020*). PPA will be executed between JDA and selected bidder or its SPV, for each Block having cumulative installation capacity of 10MW.

Note: PPA will be executed between JDA and the SPD as per the breakup of the cumulative Project capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the SPD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to JDA at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity for the Project(s) on account of such changes, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Project

- 14.2 **The Performance Bank Guarantee as per Clause 11 above and Success Charges as per Clause 12 above, shall be submitted by the SPD prior to signing of PPA.** Before signing of PPA with the selected Bidder, SECI will verify the documents furnished

by the bidder at the time of submission of response to RfS including the shareholding of the SPD/ Project Company along with a copy of complete documentary evidence supported with the original documents. If at this stage it is found that the documents furnished by the SPD are false/ misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

- 14.3 Successful bidders will have to submit the required documents to SECI preferably within 21 (Twenty One) days from the issue of LoA. In case of delay in submission of documents beyond the the timeline as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LoA. **In extraordinary cases of unavoidable delays on the part of JDA in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.**

- 14.4 The SPDs will be free to reconfigure and repower their plants from time to time during the PPA duration. However, JDA will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.
- 14.5 Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Power Developer and JDA.

- 14.6 Land Arrangements:

The Power Procurer (JDA) is required to obtain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:

- a) Land : Identification of 100% (Hundred Percent) Land and provision of documents/ agreements to indicate in-principle availability of at least 25% (Twenty Five Percent) of land at the initiation of bidding, possession of 90% (Ninety Percent) of land within 01 (One) Month of the execution of the PPA and the balance 10% (Ten Percent), within 02 (Two) Months thereafter.
- b) The above activities, as applicable for the Project, shall be required to be completed as indicated above.
- c) SPD shall only be given the “right to use” of the land for this project and JDA shall coordinate with the respective authorities and arrange for the same in favor of SPD.

15 **FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS**

- 15.1 The Project shall achieve Financial Closure within 03 (Three) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective date of the PPA is 19.09.2020, then scheduled Financial Closure date shall be 18.12.2020).

The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 15 under the sub title “Financial Closure” in Section-II,

Instructions to Bidders (ITB) of RfS Documents. The undertaking shall be submitted in the prescribed Format 7.8 at the time of submission of bids.

- a. At this stage, the SPDs shall report tie-up of Financing Arrangements for the Projects. In this regard, the SPD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.
 - b. Checklist of documents to be submitted at this stage is provided at Annexure-D of the RfS.
- 15.2 The SPD will have to submit the required documents to JDA/ SECI at least 15 (Fifteen) days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, JDA/ SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.
- 15.3 In case of delay in achieving Financial Closure due to delay attributable to the SPD, JDA shall encash Performance Bank Guarantees and shall remove the Package from the list of the selected Packages, unless the delay is on account of delay in allotment of land by JDA not owing to any action or inaction on the part of the SPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1,000/- per day per MW. In case of nonsubmission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days-JDA shall encash the corresponding PBG of the SPD and terminate the PPA for the corresponding Project. The amount of INR 1,000/- per day per MW shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by JDA. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ One Year SBI MCLR Rate/ Annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

16 COMMISSIONING

The Commissioning of the Project shall be carried out by the SPDs in line with the procedure elaborated in draft PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). SECI/ JDA may authorize any individual or committee or organization to witness and validate the commissioning procedure at site. Commissioning certificates shall be issued by SECI or JDA or the State Nodal Agency after successful commissioning.

16.a PART COMMISSIONING

Part commissioning of the Package shall be accepted subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 5 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCD will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (Twenty Five) Years from the SCD.

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

The entire capacity of 10MW shall be commissioned within **08 (Eight) Months** of the effective date of the PPA (for e.g. if effective date of the PPA is 19.09.2020, then scheduled Commissioning date shall be 18.05.2021). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Package. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

- a. **Delay upto six months from the SCD:** The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in a Package of 10 MW capacity, if commissioning of 5 MW capacity is delayed by 18 days from the scheduled date, then the penalty shall be: PBG amount $\times (5/10) \times (18/180)$.
- b. The maximum time period allowed for commissioning of the full Package Capacity with encashment of Performance Bank Guarantee shall be limited to 14 (Forteen) months from the Effective Date of the PPA. **In case, the Commissioning of the Package is delayed beyond 14 months from the Effective Date of the PPA, the PPA capacity shall stand reduced/ amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.**

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

16.c EARLY COMMISSIONING

The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity. Early commissioning of the Project shall be allowed solely at the risk and cost of the SPD. In cases of early part-commissioning, till the SCD, JDA may purchase the generation @ 75% (Seventy Five Percent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, JDA may purchase the generation at PPA Tariff. Further, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of JDA.

Incase JDA does not agree to purchase such energy, early part/ full commissioning of the Project shall still be allowed and the SPD will be free to sell such energy to a third party, until SCD or the date of commencement of procurement of power from the Project as notified by JDA/ SECI, whichever is earlier. COD of the Project under the PPA will be declared from the date of commencement of procurement of energy from the Project by JDA.

17 **COMMERCIAL OPERATION DATE (COD)**

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Package or the last part capacity of the Package, as the case may be. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates:

- (a) **Interconnection with Grid:** This may be provided by the STU/ DISCOM and facilitated by JDA/ SECI on the request of the SPD, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- (b) **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. JDA/ SECI may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before COD shall not be at the cost of JDA/ SECI under this scheme and developers will be free to make short-term sale to any organization or individual. JDA/ SECI may agree to buy this power as a trader if they find it viable outside this RfS.

18 **MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER**

- 18.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of Letter of Award (LoA), the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with JDA.
- 18.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

- 1. Infusion of Fresh equity capital amongst the existing shareholders/ promoters at the time of Bid Submission to meet equity requirements.
- 2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.

3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 4. Transfer of shares within the members of Immediate Promoter Group only.
 5. Transfer of shares to IEPF.
 6. Issue of Bonus Shares.
- 18.3 In case of SPVs: The successful Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years from the COD, except with the prior approval of JDA. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years from COD, except with the prior approval of JDA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 18.4 In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede Control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 03 (Three) years from the COD, except with the prior approval of JDA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 18.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 03 (Three) years after COD.
- 18.6 Any change in the shareholding after the expiry of 03 years from COD can be undertaken under intimation to JDA. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of JDA, subject to the condition that, the management control remains within the same group of companies.
- 18.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh + 18% GST per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to JDA.

19 STRUCTURING OF THE BID SELECTION PROCESS

- 19.1 Single stage, double envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariffs) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 23, Section-II, Instructions to Bidders (ITB) of RfS.

20 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single response to RfS.

Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure - E and Annexure - F.

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

1. Covering Letter as per **Format 7.1.**
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) in the form as per **Format 7.3 A.**
4. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with JDA. Additionally, Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement shall also be submitted.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead Member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project

Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board Resolution from each Member of the Consortium for participating in Consortium.
6. Format for Financial Requirements as per **Format 7.6** along with the Certificate from practicing Chartered Accountant/ Statutory Auditors showing details of Computation of the Financial Credentials of the Bidder.
7. A disclosure statement as per **Format 7.7** regarding participation of any related companies in the bidding process.
8. Format for Technical Criteria as per **Format 7.8** (to be filled out separately for each Package) in line with Clause No. 15, Section-II, Instructions to Bidders (ITB) of RfS.
9. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).

10. **Attachments**

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The Bidder should also highlight the relevant provision which identifies the objects relating to Power/ Energy/ Renewable Energy/ Solar Power Plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful Bidder.
 - If the selected Bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date not earlier than 30 days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Bidder (as on a date not earlier than 30 days prior to the last date of bid submission) indicating the controlling shareholding at the

stage of submission of response to RfS as per Clause No. 18, Section-II, Instructions to Bidders (ITB) of RfS. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the Bidder will ensure submission of the same within the required time lines.

- d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20 or FY 2018-19 as the case may be.

21 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 21.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 21.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 14, Section-II, Instructions to Bidders, ITB of RfS.
- 21.3 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/ or cancel the Letter of Award (LoA), if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 21.4 If the event specified at 21.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 21.5 Response submitted by the Bidder shall become the property of the SECI/ JDA and SECI/ JDA shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause no. 11, Section-II, Instructions to Bidders (ITB) of RfS.
- 21.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 21.7 The response to RfS shall be submitted as mentioned in Clause No. 20, Section-II, Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

- 21.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 21.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 21.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 21.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 21.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 21.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 21.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 21.15 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

22 NON-RESPONSIVE BID

The electronic response to RfS submitted by the bidder along with the documents submitted offline to SECI shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be "Non-responsive": -

- (a) Non-submission of Cost of RfS and/ or Processing fee/ documentary evidence towards exemption as mentioned in the Bid Information Sheet;
- (b) Non-submission of EMD/ documentary evidence towards exemption in acceptable form along with RfS document.
- (c) Response to RfS not received by the due date and time of bid submission;

- (d) Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- (e) Non-submission of the original documents mentioned at Clause No. 23.a I, Section-II, Instructions to Bidders (ITB) of RfS by due date and time of bid submission;
- (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;
- (h) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

23 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

23.a DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

The Bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

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

- I. **Covering Envelope:** Super scribed as “**Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable) and Board Resolution**” must contain the following
 - DD/ Pay Order/ UTR Receipt towards Cost of RfS Document as mentioned in Bid Information Sheet. In case of exemption documentary evidence to be enclosed.
 - DD/ Pay Order/ UTR Receipt towards Processing Fee as mentioned in Bid Information Sheet. In case of exemption documentary evidence to be enclosed.
 - Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A). In case of exemption documentary evidence to be enclosed.
 - Covering Letter as per Format-7.1
 - Power of Attorney as per Format 7.2 (if applicable),
 - Board Resolution as per Format 7.4
 - Consortium Agreement as per Format 7.5 (if applicable)

- 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 Selection of Solar Power Developers for Setting up of 10 MW Grid Connected Solar PV Power Project at Bagru, Rajasthan	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>No. of Projects Bid for</i>	
<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) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	GM (C & P)/ Manager (C & P) Solar Energy Corporation of India Limited D - 3, 1st Floor, A-Wing, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 Tel No. 011-71989294 Email - contracts@seci.co.in

23.b DOCUMENTS TO BE SUBMITTED ONLINE

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

If any Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned. Similarly, if any bidder has submitted the online documents and fails to submit the offline bid, then the same shall also be treated as incomplete bid and shall not be processed further.

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

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7 (if applicable), 7.8, 7.9 as elaborated in Clause No. 20, Section-II, Instructions to Bidders (ITB).
- (b) All attachments elaborated in Clause No. 20, Section-II, Instructions to Bidders (ITB), under the sub-clause 10: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/ RTGS/ DD/ Pay Order details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

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

Submission of Pass-Phrases: In line with Section II, Clause 21.8, and Annexure-E, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. Financial Bid (Second Envelope)

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

- (a) Covering Letter as per Format-7.10 of this RfS document
- (b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.11


Only single tariff bid for the entire Project applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS Portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS Portal. Similarly, bids submitted offline but without any online submission on ISN-ETS Portal shall not be considered and the EMD shall be returned to the respective bidder.

24 NOTICE BOARD FOR DISPLAY

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

<p>10 MW Grid Connected Solar PV Power Project</p> <p>Owned and operated by</p> <p>----- (insert name of the SPD)</p> <p>(Under RfS for Setting up of 10 MW Grid Connected Solar PV Power Project, Implemented by</p> <p>Solar Energy Corporation of India Limited)</p>  <p>Village:....., Tehsil....., District....., State.....</p>

25 VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity").

SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

26 **BID PREPARATION COST**

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

27 **CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS**

27.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or submitted through ISN-ETS Portal.

27.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS Portal <https://www.bharat-electronictender.com> and/ or CPPP (Central Public Procurement Portal) <https://eprocure.gov.in/cppp/> and/ or SECI website www.seci.co.in. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on above websites/ portals. No separate reply/ intimation will be given for the above, elsewhere.

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

27.4 Enquiries/ Clarifications may be sought by the Bidder from

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
Shri Sanjay Sharma General Manager (C & P)	E-mail: contracts@seci.co.in
Shri Manas Ranjan Mishra Manager (C & P)	Phone (Off): 011-71989294, Email: contracts@seci.co.in
Shri Sunil/ Shri Kartik Sr. Engineer (C & P)	Phone (Off): 011-71989264, Email: contracts@seci.co.in

28 **RIGHT OF SECI TO REJECT A BID**

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

29 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. SECI/ JDA shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by SECI/ JDA for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.

30 OWNERSHIP OF THE PLANT UPON TERMINATION OF PPA

The Ownership of the Solar PV Power Plant(s) within PPA tenure shall be with the SPD(s). However, upon termination of PPA, the Solar PV Power Plant(s) shall be dismantled by the SPD.



SECTION - III

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

A GENERAL ELIGIBILITY CRITERIA

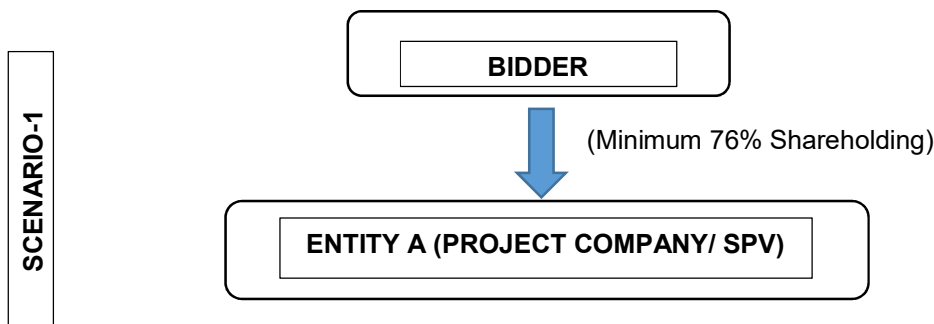
- A.1 Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable.
- A.2 Bidding from JV/ Consortium with one of the Companies as Lead member can be submitted. There can be a maximum of 03 (Three) partners in a JV/ Consortium. JV/ Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications have been made by a JV/ Consortium, separate Project Companies can be formed for each Block. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the JV/ Consortium as indicated in the JV/ Consortium Agreement (Format 7.5).
- A.3 As this is “Domestic Competitive Bidding”, no foreign companies are eligible to participate either on standalone basis or as a member of consortium. However, the subsidiary of a foreign registered under the Companies Act, 2013 prior to publication of this RfS are allowed to participate.
- A.4 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with JDA, EMD of such Bidders shall be forfeited.

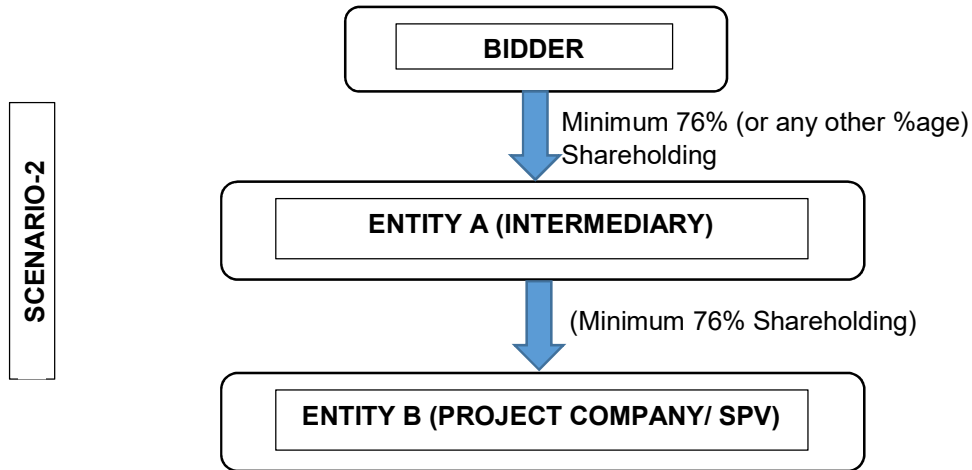
Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.

- A.5 Limited Liability Partnership (LLPs), Proprietorship and Partnership Companies, NGOs, Charitable Trusts, Educational Societies are not eligible for participation either individually or as a member of consortium. The Cost of RfS, Bid Processing Fees and EMD are exempted for MSME Vendors/ Developers registered under NSIC/ DIC/ Udyog Aadhaar Categories only. As the Proprietorship Firms, Partnership Firms, NGOs, Charitable Trusts, Educational Societies in any form are not allowed to participate in the tendering process, hence forth any Proprietorship Firms, Partnership Firms, NGOs, Charitable Trusts, Educational Societies MSME vendor will also not be eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).
- A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100%

subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.

- A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to JDA, 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 JDA, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the JV/ Consortium Agreement 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 three years after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of JDA/ SECI, subject to the condition that, the management control remains within the same group of companies.
- A.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- A.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the Bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:





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

B TECHNICAL ELIGIBILITY CRITERIA

- B.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.
- B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 15 under the sub title “Financial Closure” in Section-II, Instructions to Bidders (ITB) of RfS. The same shall be submitted as per enclosed Format 7.8.
- B.3 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project.
- B.4 The Projects shall also comply with the criteria for power generation detailed in Clause No. 8 in Section-II, Instructions to Bidders (ITB) of RfS.

C FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

- a. The Net Worth of the Bidder should be equal to or greater than **INR 90 Lakhs per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2019-2020 or FY 2018-2019, as the case may be or as on the day at least 7 days prior to the bid submission deadline.
- b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

C.2 LIQUIDITY

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of **INR 58.90 Lakhs/ MW** of the quoted capacity during the previous financial year, i.e. FY 2019-2020 or FY 2018-2019, as the case may be or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 11.78 Lakhs/ MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2019-2020 or FY 2018-2019, as the case may be or as on the day at least 7 days prior to the bid submission deadline.
- c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 14.72 Lakhs/ MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

- C.3** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required

above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

- C.4** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least Twenty Six Percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- C.5** A Company would be required to submit annual audited accounts for the last financial year, i.e. FY 2019-2020, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor or in case of the bidder meeting the criteria on the date at least 7 days prior to due date of bid submission, provisional audited accounts as on the date at least 7 days prior to the due date of bid submission along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant; in order to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located. In case the financials of FY 2019-2020 are not available, the bidder can submit the audited financial results of immediate preceding financial year (i.e. FY 2018-2019).

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

In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- C.6** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's (RBI) reference rates prevailing on the date of closing of the accounts for the respective financial year.

- C.7** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.
- C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Turnover requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 10MW, then, total Net-Worth to be met by the Consortium is INR 90 Lacs x 10MW = INR 9 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum INR 6.3 Crores and to be met by Consortium Member B would be INR 2.7 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.



SECTION - IV

DEFINITIONS OF TERMS

- 1.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- 1.2 **"AFFILIATE"** shall mean a Company that, directly or indirectly,
- controls, or
 - is controlled by, or
 - is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (Fifty Percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
- 1.4 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by SECI;
- 1.5 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
- 1.6 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;
- 1.7 **"BLOCK"** shall mean individual installation capacity of 5MW of Solar PV Power Plant, to be interconnected at identified STU Substations/ Inter-connection/ Delivery/ Metering Point. All the Blocks each having individual installation capacity of 5MW whereas cumulative installation capacity of 10MW Solar PV Power Plant shall be referred as "Project". The Blocks shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/ structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to JDA;
- 1.8 **"BUYING ENTITY"** shall mean Jaipur Development Authority (JDA), who agreed to purchase the Solar Power from SPD;
- 1.9 **"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;

However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

In any Contract Year, if 'X' MWh of Energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = [X \text{ MWh} / (Y \text{ MW} * \text{Total Hours available in a Year})] \times 100\%$;

- 1.10 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For Bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;

- 1.11 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

- 1.12 **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 17, Section-II, Instructions to Bidders (ITB) of RfS;

- 1.13 **“CONTRACTED CAPACITY”** shall mean 10MW Solar PV Power contracted with JDA for supply by the SPD to JDA at the Delivery Point from the Solar Power Project. It shall be equal to the Project Capacity as defined;

- 1.14 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

(a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

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

- 1.15 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (Fifty Percent) of the voting shares of such Company or right to appoint majority Directors;

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

- 1.17 **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;

- 1.18 **“DAY”** shall mean calendar day;

- 1.19 **“DELIVERY POINT” or “INTERCONNECTION POINT”** shall mean the single point at the voltage level of 33kV of the 132kV RVPN Grid Sub Station or 33kV/ 11kV GSS located in Bagru Village where it interconnects to RVPN/ STU/ DISCOM network. For interconnection with STU/ DISCOM network and metering, the SPD 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 or orders passed thereunder by the Appropriate Commission or CEA. Pursuant to Article 4.2.6 of PPA, all charges and losses related to Transmission of Power from Project up to Delivery Point (including but not limited to open access, transmission, wheeling, DSM, Scheduling, Reactive Power Charges (if applicable) etc. as notified by the Competent Authority/ Regulator shall be borne by the SPD and beyond the Delivery Point all charges and losses as notified by the Competent Authority/ Regulator from time to time shall be borne by the SPD. In case it is paid by JDA, the same shall be recovered from the SPD (as applicable);
- 1.20 **“EFFECTIVE DATE”** shall mean the date as on 30th day from the date of issuance of Letter of Award (LoA), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
- 1.21 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
- 1.22 **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/ or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance. For details kindly refer clause no. 15, Section-II (ITB);
- 1.23 **“GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Gazette Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof ;
- 1.24 **“GROUP COMPANY”** of a Company means
- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - (c) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - (d) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

(e) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

1.25 “**JDA**” shall mean Jaipur Development Authority, a body constituted under Jaipur Development Authority Act 1982 (Act. 25) as a statutory vehicle to implement the urban development of Jaipur as envisaged by the Department of Urban Development and Housing, Government of Rajasthan;

1.26 “**JOINT CONTROL**” shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);

1.27 “**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 until 03 (Three) years after the Commercial Operation Date (COD) of the Project;

1.28 “**LETTER OF INTENT (LoI)**” or “**Letter of Award (LoA)**” shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project;

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

1.30 “**LLC**” shall mean Limited Liability Company;

1.31 “**MEMBER IN A BIDDING CONSORTIUM**” or “**MEMBER**” shall mean each Company in a Bidding Consortium;

1.32 “**MONTH**” shall mean calendar month;

1.33 “**NET-WORTH**” means the Net-Worth as defined section 2 of the company Act, 2013;

- 1.34 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.35 **“PARENT”** shall mean a Company, which holds not more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.36 **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Block may connect to a common Transmission System. Multiple Blocks can be connected to a pooling substation from where transmission system shall be constructed and maintained to get connected to the STU substations/ interconnection points. The voltage level for such lines shall be 33kV. Further, the metering point of each Block shall be done at the injection point, i.e. the STU substations. However, the voltage level of transmission system of individual Block up to the pooling substation may be at 33kV and above as approved by the STU. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Blocks as per the applicable state regulations;
- 1.37 **“PPA”** shall mean the Power Purchase Agreement signed between the SPD and JDA according to the terms and conditions of the standard PPA enclosed with this RfS;
- 1.38 **“POWER PROJECT” or “SOLAR PV POWER PROJECT” or “PROJECT” or “PACKAGE”** shall mean all the Block(s) having separate points of injection into the grid at identified STU Substations/ Inter-connection/ Delivery/ Metering Point and having a separate boundary, control systems and metering. As illustrated in Clause no. 3.3 of Section II (ITB) of the RfS, a Project may comprise of 02 (Two) Blocks each having individual installation capacity of 5MW;
- 1.39 **“PROJECT CAPACITY” or “PACKAGE CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.40 **“PROJECT COMMISSIONING” or “PACKAGE COMMISSIONING”:** The Project/ Package will be considered as commissioned if all equipment as per rated capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;
- 1.41 **“PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with JDA;
- 1.42 **“PROJECT LOCATION”** shall mean the area identified by JDA, comprising of 15 Hectare of Land at Bagru Kala Town, Near Chitroli Village, Jaipur District within the State of Rajasthan, where the Project is being implemented;

- 1.43 **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof vide RfS no. SECI/C&P/SPD/ RfS/10MW SPV/BK-RJ/062020 dated 11.06.2020;
- 1.44 **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 16, Section-II of the RfS;
- 1.45 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.46 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;
- 1.47 **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.48 **“STATE TRANSMISSION UTILITY” or “STU”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;
- 1.49 **“STP”** shall mean Sewage Treatment Plants;
- 1.50 **“TOE”** shall mean Tender Opening Event;
- 1.51 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
- 1.52 **“UNIT COMMERCIAL OPERATION DATE (UCOD)”** shall mean the date of issuance of commissioning certificate for the respective part(s) of the Power Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee duly constituted and also start of injection and scheduling Power from the Power Project to the Delivery Point and availability/ installation of all necessary arrangements/ equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;
- 1.53 **“RVPNL”** shall mean Rajasthan Rajya Vidyut Prasaran Nigam Limited;
- 1.54 **“WEEK”** shall mean calendar week;



SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

1 BID EVALUATION

On deadline for submission of bids, if it is found that no bids/ only 01 (One) bid is received against the RfS, the deadline for submission of bids will be extended for further period of 07 (Seven) days and 03 (Three) such attempts shall be made. Despite of all the 03 (Three) attempts, if it is still found that only 01 (One) bid is received against the RfS, the opening and further evaluation of the bid will be at the discretion of JDA/ SECI. Thereafter, JDA/ SECI will take appropriate action as deemed fit.

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-II, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS

2.a FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)

2.a.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause No. 23.a, Section-II, Instructions to Bidders (ITB) of this RfS are received at the office of SECI on or before the due date and time of bid submission.

2.a.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

2.a.3 Subject to Clause No. 22, Section-II, Instructions to Bidders (ITB) of this RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by SECI maximum within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case 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.

2.a.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

2.b SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)

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

- 2.b.1 Second Envelope (containing First Round Tariffs) of only those Bidders shall be opened whose technical bids are found to be qualified.
- 2.b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a bid (single application) quoting a single tariff in Indian Rupees (INR) per kWh for the entire Project applied for. **The tariff has to be quoted in Indian Rupees (INR) per kWh up to two places of decimal only.** If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.817, then it shall be considered as INR 2.81).
- 2.b.3 In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders. Tariff has to be less than INR 3.20/ kWh. **Those bids where the tariff quoted is more than INR 3.20/ kWh, shall be summarily rejected.**
- 2.b.4 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/ are eligible for opening of financial bid, opening of the financial bid of the bidder will be at the sole discretion of JDA/ SECI. Thereafter, JDA/ SECI will take appropriate action as deemed fit.
- 2.b.5 If the first round tariff quoted is same for two or more Bidders for a particular Package, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 2.b.6 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.2 of this Section-V of RfS).
- 2.b.7 Ranking of Bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.81 (Tariff in ₹/ kWh)	L1
B2	₹ 2.83 (Tariff in ₹/ kWh)	L2
B3	₹ 2.90 (Tariff in ₹/ kWh)	L3
B4	₹ 2.90 (Tariff in ₹/ kWh)	L3
B5	₹ 2.93 (Tariff in ₹/ kWh)	L4
B6	₹ 3.10 (Tariff in ₹/ kWh)	L5
B7	₹ 3.11 (Tariff in ₹/ kWh)	L6
B8	₹ 3.15 (Tariff in ₹/ kWh)	L7
B9	₹ 3.16 (Tariff in ₹/ kWh)	L8

3 e - REVERSE AUCTION (STEP - 3)

3.1 The e-Reverse Auction (e-RA) corresponding to entire tendered capacity (i.e. 10MW) shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by SECI to the eligible Bidders.

3.2 The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

Case	Condition	Formula	Total Eligible Bidders for e-Reverse Auction
Case - I	If $T \leq 3$	$n = T$	From 1 st to nth bidder in ascending order.
Case - II	If $T > 3$	i) $A = (T/2)$ if 'T' is even, and ii) $A = [(T+1)/2]$ if 'T' is odd $n = A$ or 3 whichever is higher	

3.3 At least one week prior to e-Reverse Auction (e-RA), an advance intimation regarding the date and time of the e-RA will be sent by e-mail to all the Bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the Bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-RA, a system generated email for invitation for e-RA will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 3.2 above.

3.4 Shortlisted Bidders for e-RA will be able to login into the ISN-ETS Portal of e-RA 15 minutes prior the start time of e-RA.

3.4.1 During the 15 minutes prior to start of e-RA process, the respective tariff of the Bidder shall be displayed on its window.

3.4.2 The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than the L1 tariff.

3.4.3 Bidders can only quote any value lower than L1 tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than L1 tariff.

3.4.4 During e-RA, the Bidder shall not have the option of changing the total Package capacity while quoting tariff during e-RA.

- 3.4.5 In the Bidder's bidding window, the following information can be viewed by the Bidder:
- Its tariff as the initial start price and there after last quoted tariff along with the Package capacity for which the Bidder is qualified.
 - The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and Package capacity
- 3.4.6 The initial auction period will be of 01 (One) Hour with a provision of auto extension by 8 (Eight) Minutes from the scheduled/ extended closing time if any Bidder becomes eligible to the win a project capacity from the total capacity being auctioned, in last eight minutes of auction period or extended auction period. If no such valid bid is received during last 08 minutes of auction period or extended auction period, then the e-RA process will get closed.

4 SELECTION OF SUCCESSFUL BIDDERS

- 4.1 The lowest quoting bidder after e-RA will be selected as successful bidder.
- 4.2 The allocation of cumulative project capacity shall be 10 MW. However, in no case, shall the cumulative capacity of the Project selected under this RfS, be less than 10 MW.
- 4.3 In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

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

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

In all cases, SECI's decision regarding selection of Bidder through e-Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.



SECTION - VI

OTHER PROVISIONS

1 ROLE OF STATE NODAL AGENCY (SNA)

It is envisaged that the State Government shall appoint any Agency as a State Level Agency which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Project within the scheduled Timeline. This may include facilitation in the following areas:

- Co-ordination among various State and Central Agencies for speedy Implementation of the Project
- Support during Commissioning of the Project and issue of Commissioning Certificate

2 ROLE OF JAIPUR DEVELOPMENT AUTHORITY (JDA)

JDA will execute Power Purchase Agreement (PPA) with the Successful Bidder for setting up the project as set forth in the RFfS document. In addition to this JDA shall

- Provide the required land area for setting up the 10 MW ground mounted Solar PV Power Project
- Provide required support during part/ full Commissioning of the Project

3 INTELLECTUAL PROPERTY/ COPYRIGHT AND PATENT

- i) The Contractor shall indemnify SECI/ JDA against third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in India.
- ii) Any IPR related issue should be taken care by the SPD. SECI/ JDA is not responsible for any violation.



SECTION - VII

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section - III and other submission requirements specified in the RfS

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Format for Board Resolutions (Format 7.4)
- vi) Format for Consortium Agreement (Format 7.5)
- vii) Format for Financial Requirement (Format 7.6)
- viii) Format for Disclosure (Format 7.7)
- ix) Format for Financial Closure Declaration (Format 7.8)
- x) Format for Proposed Technology Tie-up (Format 7.9)
- xi) Format for submission of Financial Bid (Format 7.10)
- xii) Format for Preliminary Estimate of Cost of Solar PV Project (Format 7.11)
- xiii) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- xiv) Check List for Bank Guarantees (Annexure-B)
- xv) List of Banks (Annexure-C)
- xvi) Checklist of Documents to be submitted for Financial Closure (Annexure-D)
- xvii) Special Instructions to Bidders for Tendering and Reverse Auction (Annexure-E)
- xviii) Terms & Conditions of e-Reverse Auction (Annexure-F)

COVERING LETTER

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

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/062020 for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Projects at Bagru, Jaipur District, Rajasthan

Dear Sir/ Madam,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to Jaipur Development Authority (JDA), hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 10 MW, including this response to RfS.

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

Package No.	Capacity (MW)	Location of Project (Village, Tehshil, Dist., State)	Interconnection Point Details	Proposed CUF	Package Preference*

**The preferences of the Packages shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 4.3 of Section V of the RfS.*

(Note: The Bidder must ensure the Block capacity mentioned should be more than or equal to 5 MW and less than or equal to 10 MW for entire Project. Delete/ Insert rows as applicable)

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy] and standard PPA documents attached thereto, issued by SECI. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within 08 (Eight) months of the Effective Date of PPA.
2. Earnest Money Deposit (EMD): - (Please read Clause No. 10, Section-II, ITB carefully before filling)

We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 7.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 10, Section-II, ITB of this RfS. The total capacity of the Solar PV Project offered by us is MW [Insert cumulative capacity proposed].

3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in Clause No. 11, Section-II, ITB of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA within the prescribed timelines with JDA for the selected Projects, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and SECI offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance: -

We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us.

We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

7. Familiarity with Relevant Indian Laws & Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with JDA, committing total equity infusion in the SPV as per the provisions of RfS.

9. We hereby undertake that in the event of our Project being selected under the RfS, we shall be solely responsible for getting the connectivity prior to commissioning of the Project. In the event of delay in commissioning with the grid of STU beyond 06 months, the provisions of the RfS/ relevant articles of PPA shall be applied on such Projects. Further, the Project shall not be considered as commissioned unless the connectivity with STU grid is established.

10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

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

12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

13. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

14. Contact Person

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

Name :
Designation :
Company :
Address :
Phone Nos. :
Mobile Nos. :
Fax Nos. :



RfS for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project at Bagru, Rajasthan under Competitive Bidding

E-mail address:

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

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only incase of JV/ Consortium)

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

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

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

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of JV/ 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 JV/ Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding JV/ Consortium achieves execution of PPA.

We as the Member of the JV/ Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the JV/ 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 JV/ Consortium have executed these presents on this..... day of under the Common Seal of our company.

For and on behalf of JV/ Consortium Member

M/s.....



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

(Name
Designation
Place:
Date:)
Accepted

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

Attested

(Signature of the executant)

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

Place: -----
Date: -----

Lead Member in the JV/ Consortium shall have the controlling shareholding in the Company as defined in Section-IV, Definition of Terms of the RfS.



Format 7.3A

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

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

Reference:
Bank Guarantee No.:
Date:

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Package/ Packages of the cumulative capacity of MW [*Insert cumulative Package Capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*insert the name of the Bidder*] as per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert amount*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause No. 10, Section-II, ITB of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause No. 10, Section-II, ITB of this RfS*]. SECI shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 10, Section-II, ITB of this RfS*].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of



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this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause No. 10, Section-II, ITB of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For
_____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

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

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

Reference:
Bank Guarantee No.:
Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of 10 MW at JDA Land, Bagru Kala Town, Near Chitroli Village, Jaipur under RfS for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project at Bagru, Rajasthan, for supply of power there from on long term basis, in response to the RfS dated..... [*Insert Date of RfS*] issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*Insert name of the selected Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No _____ to _____ [*Insert Name of selected Solar Power Developer*] as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [*Insert name & address of the Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to JDA at [*Insert Name of the Place from the address of the JDA*] without demure forthwith on demand in writing from JDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected Solar Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only).

Our Guarantee shall remain in force until..... JDA shall be entitled to invoke this Guarantee till



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The Guarantor Bank hereby agrees and acknowledges that JDA 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 JDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to JDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the selected Solar Power Developer/ Project Company as applicable] and/ or any other person. The Guarantor Bank shall not require JDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against JDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Rajasthan 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 JDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer/ Project Company , to make any claim against or any demand on the selected Solar Power Developer/ Project Company or to give any notice to the selected Solar Power Developer/ Project Company or to enforce any security held by JDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer/ Project Company.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until (Provide for two additional months after the period of guarantee for invoking the process of encashment). We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if JDA serves upon us a written claim or demand.

Signature: _____

Name: _____



RfS for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project at Bagru, Rajasthan under Competitive Bidding

Power of Attorney No.: _____

For
_____ *[Insert Name and Address of the Bank]* _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20__

Witness:

1.

Signature
Name and Address

2.

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be from Nationalized Bank payable at Jaipur, Rajasthan, India from the list of Nationalized Banks enclosed.

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for 'Selection of Solar Power Developers for Setting up of 10 MW Grid Connected Solar PV Power Projects' at Bagru, Jaipur District, Rajasthan, India, including signing and submission of all documents and providing information/ response to RfS to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

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

And

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

by the Consortium as per the provisions of the RfS. [***To be passed by the Lead Member of the Bidding Consortium***]

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 7.5

FORMAT FOR JV/ CONSORTIUM AGREEMENT

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

THIS JV/ Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017

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

WHEREAS SECI desires to purchase Power under the said RfS.

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

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the JV/ Consortium will have to submit a legally enforceable JV/ Consortium Agreement in a format specified by SECI wherein the JV/ 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 JV/ Consortium do hereby mutually agree as follows:

1. We, the Members of the JV/ 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 JV/ Consortium and Members to the Agreement to bind the JV/ 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 JV/ 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 JV/ 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 03 (Three) Years after commencement of supply of power.

6. The Lead Member, on behalf of the JV/ 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 JV/ Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Jaipur Development Authority (JDA) 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 JDA/ 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 JDA/ 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 JDA/ SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

For M/s----- [Member 1]

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



RfS for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project at Bagru, Rajasthan under Competitive Bidding

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref.No. _____

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/052020 for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Projects at Bagru, Jaipur District, Rajasthan

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR Crore (.....in words) as on **the end of Financial Year 2019-2020/ 2018-2019 or as on the day at least 7 days prior to the bid submission deadline.** *(Choose any One and Strike out which is not applicable)*

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-III, Qualifying Requirements (QR) of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			

Total	
--------------	--

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company has an Annual Turnover of INR _____ (_____ in words) as on **the end of Financial Year 2019-2020/ 2018-2019 or as on the day at least 7 days prior to the bid submission deadline.** (Choose any One and Strike out which is not applicable)

**Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [Insert name of the Member]**

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ---
----- Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____ in words) as on **the end of Financial Year 2019-2020/ 2018-2019 or as on the day at least 7 days prior to the bid submission deadline.** (Choose any One and Strike out which is not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Further, we certify that the Bidding Company has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____(in words) as on **the end of Financial Year 2019-2020/ 2018-2019 or as on the day at least 7 days prior to the bid submission deadline.** (Choose any One and Strike out which is not applicable)

**Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [Insert name of the Member]**

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment:
INR -----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____(in words) as on **the end of Financial Year 2019-2020/ 2018-2019 or as on the day at least 7 days prior to the bid submission deadline.** (Choose any One and Strike out which is not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR -----
-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format



(Signature & Name of the Authorized Signatory)

**(Signature and Stamp of CA)
Membership No.**

Regn. No. of the CA's Firm:

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

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

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/062020 for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Projects at Bagru, Jaipur District, Rajasthan

Dear Sir/ Madam,

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

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR FINANCIAL CLOSURE DECLARATION

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

Ref.No. _____

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/062020 for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Projects at Bagru, Jaipur District, Rajasthan

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 15, Section-II, ITB** under the title "Financial Closure" that the following details shall also be furnished within **03 (Three) months** of effective date of the PPA.

1.0 Evidence of tie-up of Financing Arrangements for the Projects. In this regard, the we shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

2.0 All documents as per the Checklist of documents provided at Annexure-D of the RfS

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

Dated the _____ day of _____, 20....

Thanking you,

We remain,



RfS for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project at Bagru, Rajasthan under Competitive Bidding

Yours faithfully,

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

**DECLARATION BY THE BIDDER FOR THE
PROPOSED TECHNOLOGY TIE-UP**

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Name of the Technology Partner (if any)	
3	Package Location	
4	Capacity Proposed MW
5	Technology Proposed to be adopted for the Project	
6	Estimated Annual Generation of Electrical Energy	kWh
7	Brief about the Proposed Technology/ Company/ Make etc.	
	Solar Cells and Modules	
	Inverters/ PCUs	
	Module Mounting Structures	
	Any Other Components	

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

Format 7.10

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/062020 for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Projects at Bagru, Jaipur District, Rajasthan

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Package(s) for a cumulative capacity of ____ MW in India as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Notes:

1. *There can be only one tariff for entire Project. If the bidder quotes two tariffs or combination thereof for a package, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS Portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

Format 7.11

PRELIMINARY ESTIMATE OF COST OF SOLAR PV POWER PROJECT

Project Capacity:MW
Location:

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

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

SCOPE OF WORK AND TECHNICAL PARAMETERS

All components of the Solar PV Plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC/ BIS standards.

1. BACKGROUND

Jaipur Development Authority (JDA) was established with a mission of planned, holistic and inclusive development of Jaipur which is fast emerging as a metropolitan city with 725 villages and 3000 Sq. KM area under its jurisdiction within the state of Rajasthan, India. With a cumulative sanctioned load of around 133 MWp, JDA seeks to meet part of their demand load (28 Sewage Treatment Plants (STPs), with a cumulative sanctioned load of 12.5 MWp) with Solar Power as per their green/ clean energy scheme. The Project would be set up in BOO (Build, Own, Operate)/ RESCO mode with SPD and JDA entering into a Power Purchase Agreement (PPA) for sale of Power.

2. PROJECT PARTICULARS

Cumulative AC Capacity of the Solar PV Systems	MW	10 MW (BOO/ RESCO Mode)
PV Technology	-	Mono/ Multi Crystalline
PPA period	Years	25
Design Life of PV Power plant	Years	25
Location	Bagru Kala Town, Near Chitroli Village, District - Jaipur, State - Rajasthan, India	
Land Details	Project shall be set up on aroximate 15 Hectare vacant land owned by JDA. The Project Site is located about 40 KM away from Jaipur City and well connected with the road network.	
Project Owner	SPD	
Interconnection Voltage	33kV	
Interconnection with Grid	132kV Grid S/s Bagru or 33/11kV GSS (Appox. 10 KM from site)	
Metering Point	33kV STU Substation (ABT Meter)	
Performance Criteria		
Minimum Capacity Utilization Factor (CUF) measured at Metering Point	21 %	

3. SCOPE OF WORK

Scope of Work includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages, erection, testing and commissioning including Operation & Maintenance (O & M) of 10 MW Solar PV Power Plant at Bagru Kala, Jaipur, Rajasthan, India.

3.1 The scope of supply shall include design, engineering, manufacture, testing at works, dispatch, transportation, transit insurance, receipt, unloading, and storage of all equipment/ materials, not limited to, those mentioned in the following:

- a. Adequate Capacity of Solar PV Modules of suitable rating
- b. Module Mounting Structures (MMS)
- c. Inverters/ Power Conditioning Units of suitable rating along with MPPT Mechanism (Applicable as per Design)
- d. String Monitoring Unit (SMU) along with Mounting Structure (Applicable as per Design)
- e. Array Junction Boxes, Distribution Boxes and Fuse Boxes : MCBs/ Isolators, Surge Arrestors with String Monitoring Capabilities and with proper Lugs, Glands, Ferrules, Terminations and Mounting Structures
- f. Solar Cables along with Lugs, Glands, Ferrules, Straight/ Y-Connectors and other materials required for proper Cable Termination at both the ends
- g. Step-up Transformers (Inverter Duty) as per Inverter Manufacturer requirements
- h. Indoor/ Outdoor 33kV Switchgear Panels including Vacuum Circuit Breakers, Current Transformers, Voltage Transformers, Relays and other Accessories for complete Protection at the Plant and GSS end
- i. Auxiliary Transformers of adequate rating for Plant internal consumption, as per design
- j. AC Distribution Panels with sufficient number of output Feeders required for Auxiliary Power Distribution
- k. DC and AC Power Cables of appropriate sizes with Cable Termination Kits
- l. LT Power and Control Cables including end Terminations and other required accessories for both AC & DC Power
- m. Supervisory Control and Data Acquisition (SCADA) System for remote monitoring/ control of Plant facilities along with Communication Cables to be integrated with SCADA System
- n. Earth Strip/ Cables, Earth Electrodes, Earth Enhancing compound and all other associated materials for complete earthing of the Plant as per the relevant standards
- o. Cable from Solar Array Field to 33kV Switchgear Panel at Plant Switchyard along with Insulators, Cable Termination Kits, Earth Electrodes and other associated accessories
- p. Design & Construction of Transmission Line/ Cable from Plant take off point to the designated Substation including Right of Way (ROW)

- q. Materials and accessories, which are required for satisfactory and trouble-free Operation and Maintenance of the above equipment like Module Cleaning System, Supply of Spares for all Equipment, Supply of Tools and Tackles etc.
- r. Weather Monitoring Station shall include but not be limited to the following:
- Pyranometers - for Horizontal and Tilted Plane
 - Ultrasonic Anemometer (Wind Speed and Direction)
 - Temperature Sensor - Ambient and Module Surface
 - Power Source to the all Sensors
 - Data Logger
- s. Any other equipment/ material, not mentioned but required to complete the Solar Power Plant facilities in all respect.
- 3.2 The scope of Civil design and Construction work shall include all works required for the Project and should be performed specifically with respect to following (but not limited to):
- a. Conducting Geotechnical Investigation and Topographical Survey of the Plant Area
 - b. Earthwork for Site Grading, Cutting, Filling, Levelling & Compaction of Land, as required
 - c. Construction and Erection of Perimeter Fence around the PV Array Field
 - d. Construction of Main Control Room (MCR)
 - e. Construction of Storm Water Drainage & Sewage Network
- 3.3 All components of the Solar PV Power Plant shall be in accordance with Technical Specifications given in relevant IS/ IEC Standards. The design and commissioning shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.
- 3.4 Compliance to to all statutory requirements of the Central or State Governments including Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Mines Act 1952, Employees State Insurance Act 1948, Contract Labour (Regulations & Abolishment) Act 1970, Electricity Act 2003, Grid Code, Metering Code, MNRE guidelines or any modification thereof or any other law relating whereto and rules made there under or amended from time to time shall be in the scope of SPD.

4. TECHNICAL PARAMETERS

4.1 SOLAR PV (SPV) MODULES

- a. The SPV Modules used in the Grid Solar Power Projects must qualify to the latest edition of any of the following IEC PV Module qualification test or equivalent BIS Standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules used in the grid connected Solar PV Power Projects shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards. Further, PV Modules should have been included in the ALMM list as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019.

- b. In addition, SPV Modules must qualify to IS/ IEC 61730 for Safety Qualification Testing at 1000V DC or Higher.

4.2 POWER CONDITIONING UNITS (PCU)/ INVERTERS

The Power Conditioners/ Inverters of the SOLAR PV power plants must conform to the latest edition of IEC/ equivalent Indian Standards as specified below .

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electro Magnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant Parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1 & 2/ IS 16221-1&2
Anti-Islanding Protection	IEEE1547/ IEC 62116/ UL1741/ IS 16169

4.3 CABLES AND CONNECTORS

All Cables and Connectors to be used for Installation of Solar Field must be of Solar Grade which can withstand harsh environment conditions for 25 Years and Voltages as per latest IEC Standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618 for service life expectancy of 25 years.

4.4 EARTHING

Earthing System shall comply with latest revisions and amendments of the relevant IEC Standards and IS Codes. In particular, Earthing System shall comply with the following Standards and Codes.

Standard	Description
IS 3043	Code of Practice for Earthing
IEEE 80	IEEE Guide for Safety in AC Substation Grounding
IEEE 142	IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems
Indian Electricity Rules	

4.5 MODULE MOUNTING STRUCTURE (MMS)

The MMS Stub/ Column, Rafter, Purlin, Ties and bracing members shall Confirm to following Indian Standards:

- IS : 2062 - Hot rolled Medium and High Tensile Structural Steel
- IS : 811 - Cold Formed light gauge Structural Steel Sections
- IS : 1161 - Steel Tubes for Structural Purposes
- IS : 4923 - Hollow Steel Sections for Structural use
- Minimum grade of steel for sections confirming to IS : 811 & IS : 4923 shall be E350 conforming to IS : 2062 and Y_{st} 310 conforming to IS : 1608 respectively.

4.6 OTHER SUB-SYSTEMS/ COMPONENTS

Other Subsystems/ Components used in the Solar PV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also confirm to the relevant International/ National Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

4.7 AUTHORIZED TEST CENTRES

The SPV modules/ Power Conditioners deployed in the Solar PV 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.

4.8 WARRANTY

- PV Modules used in Grid Connected Solar PV 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 connected Solar PV Power Plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the Solar PV Power Plant must have a minimum warranty for 5 Years.

4.9 IDENTIFICATION AND TRACEABILITY OF SPV MODULES

- a. Each SPV Module used in any Solar PV Power Project must use an RF Identification Tag/ Barcode. The following information must be mentioned in the RFID/ Barcode 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 SPV Module

- ii. Name of the Manufacturer of Solar Cells
 - iii. Month and Year of the Manufacture (separately for both Solar Cells and Module)
 - iv. Country of Origin (separately for both 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, I_m, V_m 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.
- b. SPD would be required to maintain accessibility to the list of Module IDs along with the above Parametric Data for each Module.

4.10 PERFORMANCE MONITORING

- a. The SPD shall maintain the list of Module IDs along with Performance Characteristic Data for each Module.
- b. The SPDs must install necessary equipment(s) 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 JDA on line and/ or through a report on regular basis every month for the entire duration of PPA.
- c. All data shall be made available as mentioned above for the entire duration of the PPA.
- d. The Plant SCADA should be built over Industrial IoT Architecture with integrated Analytics, Secure Web Access, Firewalls, Enterprise Software and Database, Capable of supporting wide range of Field Protocols for Communication with different Field Equipment/ Sensors (Modbus over RS485/ Ethernet, IEC 61850 etc.) synchronized to GPS clock for providing real time online data (including but not limited to irradiance, Plant Generation (Instantaneous/ Daily/ Monthly/ Yearly), Daily Peak Generation, Temperature, Wind Speed, Float Movement etc.) to SECI/ JDA.
- e. Web based monitoring should be available, which should not be machine dependent. The web based monitoring should provide the same screens as available in the Plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

4.11 SAFE DISPOSAL OF SOLAR PV MODULES

The SPD will ensure that all Solar PV Modules and other components 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.

Appendix - A1

COMMISSIONING PROCEDURE

(This is for Reference Only; The Commissioning Procedure will be guided by as per PPA)

- i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure A of the RfS document.
- ii) SPDs shall give to the concerned RLDC/ SLDC, State Nodal Agency (SNA), RVPNL, JDA and SECI at least 60 (Sixty) Days advance preliminary written notice and at least 30 (Thirty) Days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

Documents to be submitted to JDA and SECI:

The SPD will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date. The SPD shall also have to submit the hardcopies to JDA and SECI if asked by JDA/ SECI for verification/ cross check.

1. Covering Letter
2. Board Resolution for Authorized Signatory.
3. Invoice(s) of the Major Equipment(s) (including but not limited to Modules, Inverters/ PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment as available).
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A
5. Installation report duly signed by the authorized signatory as per Appendix - A2.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
7. Electrical Inspector report along with all annexures/ attachments. It would be the responsibility of the SPD to collect the certificate.
8. SPD shall ensure Connectivity to the grid from concerned CTU/ STU/ Transmission Utility/ DISCOM. Connectivity report as per the Appendix - A3.
9. Synchronization Certificate as per prescribed format issued by respective CTU/ STU/ Transmission Utility/ DISCOM for ascertaining injection of power into grid as per Appendix - A4.
10. Supporting document for "Consent to Operate"

11. Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/ RLDC.
14. After the submission/ upload of the documents by SPD, JDA/ SECI shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by JDA/ SECI, the same have to be submitted/ uploaded by the SPD.
15. Only after all the required documents are verified by JDA/ SECI, the SPD shall have to submit/ update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or JDA or SECI.
16. After the proposed commissioning date along with commissioning order is submitted/ updated on the portal, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 (Seven) working days to verify the technical compliance on site as per the information submitted by the SPD. In case the committee finds discrepancy/ deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
17. SPD shall have to submit/ upload the as-built drawing after the commissioning prior to the COD.
18. SPD shall have to push the required plant related data to JDA/ SECI designated server in xml/json formats. Additionally, SPD shall also provide the login details/ SCADA login to JDA/ SECI for online real time data monitoring prior to COD.
19. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by JDA. In order to facilitate this, SPDs shall inform the concerned RLDC/ SLDC and JDA and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.
20. Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/ plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.
21. SPD is permitted to schedule the Commissioning of the Project in full or part as per the commissioning procedure elaborated in Clause No. 16, Section-II, ITB of RfS Documents.

Solar Power Developers would be required to plan commissioning/ synchronization with grid at least 10 (Ten) Days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

Note: The commissioning procedure may change subject to any guidelines from state govt. of Rajasthan/ MNRE.

Appendix - A2

INSTALLATION REPORT

(To be provided by SPD and to be submitted at least 10 days prior to Commissioning Date which shall be verified by Commissioning Committee)

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

Appendix - A3

SAMPLE CONNECTIVITY REPORT

(To be provided by concerned CTU/ STU/ Transmission Utility/ DISCOM)

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

The details of Solar Power Plant are as under

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

The Commissioning date of various equipment is as under:
<kV> line from --- to -----, completed on date -----.



RfS for Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project at Bagru, Rajasthan under Competitive Bidding

Line Bay at < kV > GSS, ----- charged for ---- on ----.
<kV> line charged from -----to----- on date-----.

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

Complete system commissioned on date-----

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

Appendix - A4

SAMPLE SYNCHRONIZATION CERTIFICATE

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

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

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

NB:

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

Appendix - A5

**SAMPLE PART COMMISSIONING/ FULL
COMMISSIONING CERTIFICATE OF SOLAR PV
POWER PROJECT**

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

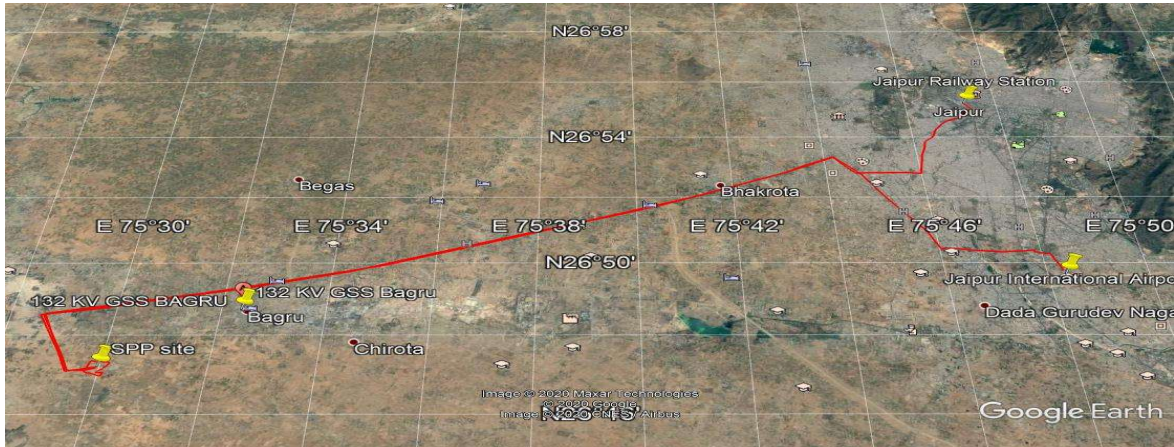
The Commissioning Certificate has been issued on the basis of the following documents
enclosed:

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

NB: To be issued by as mentioned in Clause No. 16, Section-II, ITB of RfS Documents.

LOCATION IDENTIFIED FOR SOLAR PV POWER PROJECT

State	Rajasthan
District	Jaipur
Town	Bagru Kala, Near Chitroli Village
Latitude	26° 47' 6.89" N
Longitude	75° 29' 55.41" N
Area Available	15 Hectare
Maximum usable Area for Solar PV Power Plant	12 Hectare
Proposed Solar PV Power Plant Potential	10 MW
Nearest City	Jaipur
Nearest Railway Station	Jaipur (Approx. 40 KM)
Nearest Airport	Jaipur (Approx. 42 KM)
Topography	Flat
Availability of Water for Cleaning of SPV Modules	Sufficient
Nearest Evacuation Point	132kV Gid S/s Bagru (Approx. 10 KM)



Annexure - B

CHECK LIST FOR BANK GUARANTEES

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

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	
20. EXIM Bank	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.

2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

Note: In addition to the banks listed above, the bidder can furnish the Bank Guarantees towards EMD/ PBG issued by any Scheduled Commercial Bank as per RBI.

BANK DETAILS OF SECI

A. DETAILS OF BENEFICIARY/ ACCOUNT HOLDER

Name of Beneficiary	Solar Energy Corporation of India Limited
Address	D-3, 1 st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017, India
Contact Number	Telephone : 0091 11 71989200
E-mail ID	finance@seci.co.in
GSTIN	07AAQCS8429L1ZI

B. BANK DETAILS

Bank Name	ICICI Bank
Branch Address	9A, Phelps, Connaught Place, New Delhi - 110 001
Beneficiary Account No.	000705049826
Beneficiary Account Name	Solar Energy Corporation of India Ltd
Type of Bank Account	Current Account
MICR Code of the Bank	110229002
IFSC Code of the Bank	ICIC0000007

BANK DETAILS OF JDA

A. DETAILS OF BENEFICIARY/ ACCOUNT HOLDER

Name of Beneficiary	Secretary, JDA, Jaipur
Address	JDA Building, Jawaharlal Nehru Marg, Jaipur, Rajasthan 302004, India
Contact Number	Telephone : 0091 141 2563145
E-mail ID	secretary.jda@rajasthan.gov.in
GSTIN	08AAATJ4598C1ZJ

B. BANK DETAILS

Bank Name	ICICI Bank
Branch Address	Jaipur Development Authority Building, Jawaharlal Nehru Marg, Jaipur, Rajasthan 302004, India
Beneficiary Account No.	675401700518
Beneficiary Account Name	Secretary, JDA, Jaipur
Type of Bank Account	S/B Account
MICR Code of the Bank	302229045
IFSC Code of the Bank	ICIC0006754

Annexure - D

**CHECKLIST OF DOCUMENTS TO BE SUBMITTED
FOR FINANCIAL CLOSURE**

(To be signed by the Authorized signatory of the RPD)

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____

(03 Months from Effective Date of PPAs)

Project Company Name _____

Project ID:- _____

LOA No. - _____ Dtd. - _____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Section II, Clause 15 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
(1)	(2)
Location	
Technology	
Certificate from all Financial Institutions	<p><u>In case of tie up through Bank / Financial Institutions: -</u></p> <p>Document from Bank/ Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as <u>Annexure-I</u>).</p> <p><u>In case of Internal Resources: -</u></p> <p>Copy of Board Resolution, Audited/ Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as <u>Annexure - I</u>).</p> <p><i>Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.</i></p>

Notes:-

1. Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure - II A**.
2. Undertaking by the Project Company that all Consents, Clearances and Permits required for supply of Power to JDA as per the terms of PPA have been obtained is to be enclosed as **Annexure - II B**.
3. Copy of Agreement/ MOU entered into/ Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure - III**)
4. Technical Parameters of the Project
 - 4.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)
 - 4.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)
5. Ownership of the SPD:

Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure - V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to SECI on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 03 (Three) Years from the date of commissioning of the project.
6. The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS/ PPA shall prevail.

Performa A - 1

FOR CASES WHERE FUNDING WILL BE FROM A COMPANY OTHER THAN PROJECT COMPANY

Board Resolution from _____ (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s _____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ which was selected by Solar Energy Corporation of India Limited (SECI) to develop the.....MW RE Project (Project ID.....), for generation and sale of solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between JDA and _____ (Name of Project Company). Funds will be released for the project as per the request of _____ (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from _____ (Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by Solar Energy Corporation of India Limited (SECI) to develop the.....MW RE Project (Project ID.....), for generation and sale of solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between JDA and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. _____, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e. _____, agrees to extend full financial support as sought above, Sh. _____, Director, Sh. _____, Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by _____ (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

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

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on Electronic Tender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Notes:

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

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

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

Some Bidding Related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 11.1, Section-III, Instructions to Bidders (ITB) of NIT documents, failing which the technical bids will not be opened.

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully and avoid any discrepancy between information given in the ElectronicForms™ and the

corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail.**

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

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the SECI.

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require

time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

Minimum Requirements at Bidder's End

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

Annexure - F

TERMS & CONDITIONS OF REVERSE AUCTION

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

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse Auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LoA, signing of PPA etc. would be transacted directly between successful bidder(s) and JDA/ SECI.
- f) LoA shall be placed outside the ISN-ETS e-portal & further processing of the LoA 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 - E 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.bharat-electrontender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

SI. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes

3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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