



**Solar Energy Corporation of India Limited**  
(A Government of India Enterprise)  
**CIN: U40106DL2011GOI225263**

**D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum, District Centre,  
Saket, New Delhi - 110 017**

**Tel: 011 - 71989200, Fax: 011 - 71989243**  
**E mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)**

**Request for Selection (RfS)**

**for**

**Setting up of 14 MW Solar Power Plants with 42 MWh  
BESS (7 MW / 21 MWh each at Leh and Kargil)**

**Under**

**Prime Minister Development Package (PMDP)-2015**

**Tender No. [SECI/C&P/RfS/PMDP/LK/2020](#)**

**Dated: 31/01/2020**

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <a href="#">SECI/C&amp;P/RfS/PMDP/LK/2020</a>	Page 1 of 125	<u>Signature of Bidder</u>
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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 SECI immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of Tender 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.
4. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of SECI, except in the case of brief quotations embodied in critical reviews and certain other non-commercial uses permitted by copyright law.

Place: New Delhi

Date: 31/01/2020

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Request for Selection (RfS) for Setting up of 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21 MWh each at Leh and Kargil) under Prime Minister Development Package PMDP-2015					
<b>(B)</b>	<b>RfS NO. &amp; DATE</b>	SECI/C&P/RfS/PMDP/LK/2020 dated <b>31.01.2020</b>					
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BIDS SYSTEM</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BIDS SYSTEM	<input type="text" value="Yes"/>	
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<b>(D)</b>	<b>TYPE OF RfS/ TENDER</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>	
E-TENDER	<input type="text" value="Yes"/>						
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<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	The Scheduled Commissioning Date (SCD) for Commissioning of the full capacity of the Project shall be the date as on <b>18 (Eighteen) months</b> from the date of award.					
<b>(F)</b>	<b>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: <b>INR 29,500 (Indian Rupees Twenty-Nine Thousand Five Hundred Only)</b> including GST to be submitted either through NEFT/ RTGS transfer in the 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="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						

(G)	DOCUMENT PROCESSING FEE	<table border="1"> <tr> <td data-bbox="667 255 954 367">APPLICABLE</td> <td data-bbox="954 255 1219 367"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="667 367 954 448">NOT APPLICABLE</td> <td data-bbox="954 367 1219 448"><input type="text"/></td> </tr> </table> <p>Amount: <b>INR 11,80,000 (Indian Rupees eleven lacs &amp; eighty thousand only)</b> including GST to be submitted either through NEFT/RTGS transfer in the 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="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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(H)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="639 768 948 898">APPLICABLE</td> <td data-bbox="948 768 1228 898"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="639 898 948 1021">NOT APPLICABLE</td> <td data-bbox="948 898 1228 1021"><input type="text"/></td> </tr> </table> <p>Amount: <b>INR 1,96,00,000 (Indian Rupees One Crores &amp; Ninety-six lacs only)</b> to be submitted in the form of Bank Guarantee along with the Response to RfS.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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(I)	PERFORMANCE BANK GUARANTEE	<table border="1"> <tr> <td data-bbox="639 1234 992 1368">APPLICABLE</td> <td data-bbox="992 1234 1315 1368"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="639 1368 992 1491">NOT APPLICABLE</td> <td data-bbox="992 1368 1315 1491"><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	<p><b>Date:</b> 17/02/2020  <b>Time:</b> 1100 Hrs  <b>Address:</b> Solar Energy Corporation of India Limited          1st floor, D-3Wing A, Prius Platinum Building          District Centre, Saket, New Delhi – 17  <b>Telephone:</b> 011 71989290, Extension 290  <b>E-mail:</b> sandeep@seci.co.in  <b>Contact person:</b> Mr Sandeep Kumar, Manager (C&amp;P)          Further any change in the schedule of the Pre-Bid meeting will be as per the NIT on ISN-ETS portal and/or SECI website.</p>				

(K)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	As per the NIT on ISN-ETS portal
(L)	<b>TECHNO- COMMERCIAL BID OPENING</b>	As per the NIT on ISN-ETS portal
(M)	<b>e-Reverse Auction (e- RA)</b>	Details of the e-RA will be informed to the eligible bidders, date and time of which shall be intimated through email.
(N)	<b>CONTACT OF ISN-ETS DETAILS</b>	<b>M/s Electronic Tender.com (India) Pvt. Ltd.</b> 1001, DLF City Court, Mehrauli-Gurgaon Rd, Sector 24, Gurugram, Haryana 122002 Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Hoildays) Email: <a href="mailto:support@isn-ets.com">support@isn-ets.com</a>
(O)	<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	Sh. Sanjay Sharma General Manager (Contracts & Procurement)  Solar Energy Corporation of India Limited D - 3, 1 <sup>st</sup> Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017  Contact No.: 011 71989200 Email: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>
(P)	<b>Details of persons to be contacted in case of any assistance required</b>	1) Sh. Sanjay Sharma General Manager (Contracts & Procurement) Contact No.: 011 71989200  2) Sh. Sandeep Kumar Manager (Contracts & Procurement) Contact No.: 011 71989290

1.0 Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The ITB 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.

<b>14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil</b>	<b>RfS No: <u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	<b>Page 5 of 125</b>	<b><u>Signature of Bidder</u></b>
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- 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 ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and/ or SECI website ([www.seci.co.in](http://www.seci.co.in)) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 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>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details only will be available from <https://www.bharat-electronictender.com>



# SECTION - I

# 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,  
 i. controls, or  
 ii. is controlled by, or  
 iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.3. **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
- 1.4. **"BESS"** shall mean **Battery Energy Storage System**
- 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. **"BUYING ENTITY" or "POWER PROCURER"** shall refer to the Power Development Department Ladakh (PDD Ladakh)
- 1.8. **"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;

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} \times 8766)) \times 100\%$ ;

- 1.9. **"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;

- 1.10. **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

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- 1.11. **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 17, Section-III, Instructions to Bidders (ITB) of RfS Documents;
- 1.12. **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with Buying Entity for supply by the SPD to the buying Entity at the Delivery Point from the Solar Power Project with BESS;
- 1.13. **“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:

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

- 1.14. **“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;
- 1.15. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.16. **“DAY”** shall mean calendar day;
- 1.17. **“EFFECTIVE DATE”** shall mean the date of issuance of Letter of Intent (LoI)/Letter of Award (LoA)/Award of order, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
- 1.18. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013
- 1.19. **“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;
- 1.20. **“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 Resolution dated 03.08.2017 and its amendments/clarifications issued thereof.
- 1.21. **“GROUP COMPANY”** of a Company means
- A Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
  - 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, any mutual fund, pension funds and sovereign funds, shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

- 1.22. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point at the specified voltage as mentioned in the site details as provided by the buying entity Ladakh where the power from the solar power Project is injected (including the dedicated transmission line connecting the solar power project with the interconnection point). Metering shall be done at this interconnection point where the power is injected, i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
- 1.23. **“KREDA”** shall mean Kargil Renewable Energy Development Agency.
- 1.24. **“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);
- 1.25. **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
- Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;
- 1.26. **“LETTER OF INTENT” or “LOI”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project.
- 1.27. **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

- 1.28. **“LLC”** shall mean Limited Liability Company;
- 1.29. **“LREDA”** shall mean Ladakh Renewable Energy Development Agency.
- 1.30. **“MAJOR EQUIPMENT”** shall mean Solar Modules, Inverters, Transformers, Switchgears and Battery Energy Storage System (BESS)
- 1.31. **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.32. **“MONTH”** shall mean calendar month;
- 1.33. **“NET-WORTH”** shall mean 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 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. **“PDD LADAKH”** shall mean the Power Development Department Ladakh.
- 1.37. **“PPA”** shall mean the Power Purchase Agreement signed between the Successful SPD and the buying entity according to the terms and conditions of the standard PPA enclosed with this RfS;
- 1.38. **“POWER PROJECT” or “PROJECT”** shall mean the solar power generation facility having separate points of injection at Inter-connection/Metering Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to Buying Entity.
- 1.39. **“PROJECT 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”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the 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 PDD Ladakh.

- 1.42. **“REC”** shall mean Rural Electrification Corporation.
- 1.43. **“RfS DOCUMENT”** shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide this RfS No SECI/C&P/RfS/PMDP/LK/2020.
- 1.44. **“RPO”** shall mean the Renewable Purchase Obligation.
- 1.45. **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 16, Section-III of the RfS.
- 1.46. **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.47. **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;
- 1.48. **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.49. **“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;
- 1.50. **“SUBSTATION”** shall mean a point where Solar PV Project shall connect to a Transmission System which shall be constructed and maintained by the SPD to get connected to the Delivery Point. Further, the metering of the power shall be done at the injection point, i.e. the Delivery Point. The voltage level of transmission system of up to the substation shall be at 11Kv voltage.
- 1.51. **“TOE”** shall mean Tender Opening Event.
- 1.52. **“ULTIMATE PARENT”** shall mean a Company, which owns not less than 50% (Fifty Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.53. **“WEEK”** shall mean calendar week;



## SECTION - II

# INVITATION FOR BIDS (IFB)



## INVITATION FOR BIDS (IFB)

### FOR

## THE SELECTION OF SETTING UP OF 14 MW SOLAR POWER PLANT WITH 42 MWH BESS (7 MW / 21 MWH EACH AT LEH AND KARGIL) UNDER PRIME MINISTER DEVELOPMENT PACKAGE (PMDP)-2015 UNDER GLOBAL COMPETITIVE BIDDING

### (SINGLE STAGE TWO ENVELOPE 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 As part of the Government of India's initiatives, The Hon'ble Prime Minister had on 07.11.2015 announced, a Reconstruction Plan for erstwhile J&K involving an outlay of Rs. 80,068 crores. The Reconstruction Plan essentially rests on five Pillars - Humanitarian Relief, Crisis Management, Social Infrastructure Development Projects and Economic Infrastructure. The Reconstruction Plan aims at expanding economic infrastructure, expanding provision of basic services, providing thrust to employment and income generation and providing relief and rehabilitation to the victims of September, 2014 floods and to strengthen Disaster Management Framework of the State. The Reconstruction Plan also seeks to strengthen the economic and social infrastructure and provide for the balanced development.
- 3.0 Also, 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. 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. This RfS document has been prepared considering the above Guidelines also issued by MoP dated 03.08.2017 and subsequent amendment.
- 4.0 SECI has been designated as the implementing agency by Ministry of New and Renewable Energy (MNRE) for "SETTING UP OF 14 MW SOLAR POWER PLANT WITH 42 MWh BESS AT LEH and KARGIL DISTRICTS (7 MW / 21 MWh each), UT OF LADAKH". SECI wishes to invite proposals for setting up the Solar PV Project on "Build Own Operate" basis. Project selected based on this RfS shall be given "Viability Gap Funding" (VGF) in line with terms and conditions of this RfS. The Bidder selected by SECI based on this RfS shall have to sign a VGF Securitization Agreement (VGFSa) with SECI.

### OVERVIEW OF THE RfS

- 5.0 Solar Power Developers (hereinafter referred to as SPDs) selected by SECI based on this RfS, shall set up Solar PV Project on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA).

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- 6.0 Buying Entity shall enter into Power Purchase Agreement (PPA) with the selected bidder for purchase of solar power for a period of 25 years as per the terms, conditions and provisions of the RfS. The maximum levelized tariff payable to the Project Developer is fixed at **INR 2/ kWh** for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess applicable as on the last date of bid submission.

It is clarified that any change in the rates of any Taxes after the last day of submission of the bid, including any duties and cess or introduction of any new tax made applicable for setting up the Solar power project and supply of power from the Solar Power project by the SPD which have a direct effect on the Project, shall only be considered as change in law. However, Change in Law shall not include (i) any change in taxes on corporate income; or (ii) any change in any withholding tax on income or dividends.

The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs Duty, Tax Holidays etc. as available for such Project. 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. SECI does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

- 7.0 Bidders shall submit their bid by offering a single tariff for the Project, which shall be applicable for all the 25 years.
- 8.0 If the Project is transferred or sold to a third party during its tenure (after initial locking period of 03 (three) year after COD), Buying Entity 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 TECHNOLOGY & ELIGIBLE PROJECT UNDER THIS RfS**

- 9.0 The Project to be selected under this RfS shall be a cumulative capacity of **14 MW SOLAR POWER PLANT WITH 42 MWH BESS (7 MW / 21 MWH EACH AT LEH AND KARGIL)** to be set up under the RfS. The Project to be set up in the Leh & Kargil Districts of the UT of Ladakh shall provide for the deployment of Solar PV with BESS Technology. However, the selection of project would be technology agnostic within the technology mentioned above. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Project. The Project under developer mode will be free to procure solar cells/modules under open category (indigenous or imported). In compliance to MNRE order No 283/54/2018- GRID Solar dated 02.01.2019, only the models and manufacturers of solar PV cells and modules complying with the BIS Standards and under the list called the "Approved List of Models and Manufacturers" (ALMM) will be eligible for use in Government/ Government assisted Projects/ Projects under Government Schemes & Programme, installed in the country, including Projects set-up for sale of electricity to Government under "Guidelines for Tariff Based Competitive Bidding Process



for Procurement of Power from Grid Connected Solar PV Power Projects dated 3rd Aug' 2017 and the amendments thereof'.

### **GUIDELINES FOR IMPLEMENTATION OF THE RfS**

- 10.0 This RfS document has been prepared based on the guidelines issued by MNRE vide OM No. 322/12/2017-NSM dated 30th January 2019. These guidelines and their elaborations / clarifications form the basis for selection of projects under the PMDP -2015 for erstwhile J&K announced on 07.11.2015. In case of any difference in interpretation between this RfS document and said guidelines issued by MNRE, the RfS document shall stand final.

Also, this RfS document has been prepared in line with 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 with subsequent amendments thereof. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.

The land for setting up of solar projects with battery storage will be facilitated and made available to the SPD by Ladakh Renewable Energy Development Agency (LREDA) and Kargil Renewable Energy Development Agency (KREDA) separately, given under “Right-to-Use” to the SPD.

- 11.0 In order to meet forecasting and scheduling Requirements or such other requirements including partial storage, the guidelines of appropriate commission shall adhere to improve power quality.

### **DETAILS OF VIABILITY GAP FUNDING**

- 12.1 The Solar Project Developer selected by SECI based on this RfS (hereafter referred to as SPD), shall set up a 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21 MWh each at LEH and KARGIL Districts) capacity including construction of transmission line network up to the interconnection point and selling the Solar Power to Buying Entity. The SPD shall be given a Viability Gap Funding (VGF) by SECI in accordance to the provisions of this RfS document, standard Power Purchase Agreement (PPA). (Note: Both standard PPA shall be shortly uploaded and can be downloaded from ISN-ETS Portal <https://www.bharat-electronictender.com>.)
- 12.2. The SPD selected by SECI shall enter into PPA with Buying Entity for a period of 25 years as per the provisions of the PPA. The tariff to be paid to the successful SPD by Buying Entity is fixed at **Rs. 2.00 per kWh** at the project boundary or interconnection point as may be specified in the guidelines, which shall remain fixed for the entire period of PPA.
- 12.3 The upper limit for VGF to be quoted by a bidder is kept at **INR 13 Crore for 1 MW Solar PV Power Project with Battery Storage of 3 MWh**. The bidding will be carried out by SECI based on the VGF requirement to be quoted by the Bidders for setting up of the Project. The project will be awarded to the Bidder who has quoted the lowest VGF. The eligibility of the VGF for the SPD shall not exceed the amount of VGF sought by the Bidder in his bid submitted in response

to this RfS, for whatsoever reasons. SECI will disburse the VGF to the SPD, if applicable, in stages as specified in Clause 12.6 of this RfS.

12.4 The SPD would be responsible for getting all necessary clearances, tying up loan, connection with grid etc. PPA would be signed between the selected Solar Project Developer and Buying Entity. The SPD will sell the power to Buying Entity and surplus power, if any, may be sold directly to the Buying Entity by the SPD or Buying Entity may buy the entire power and sell the surplus power to DISCOMs at its end.

12.5 The VGF when paid by SECI may be used to return part of the loan or SPD contribution or a combination thereof as the case may be in case investments have already been made. SECI may issue on the request of the SPD, confirming sanction/grant of VGF so that the SPD is able to achieve financial closure for full amount.

12.6 The VGF will be released by SECI to the selected SPD as follows:

- i) 50% on supply of "Major Equipments" at site for setting up of Solar Power Plant with Battery Storage after physical verification by SECI and against a Bank Guarantee of 50%VGF quoted by SPD.
- ii) 50% on successful commissioning of the full capacity of the Project (CoD) after physical verification by SECI.
- iii) 100% VGF will be released to the developer on commissioning of power plant. SECI will obtain Bank guarantee (BG) for 50% of the VGF amount, which will be reduced by 10% each year and fully returned in five years from the date of successful commissioning.
- iv) If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, SECI will have a right to get refund of VGF on pro-rata basis and if not paid by the SPD, then a claim will be made on assets equal to the value of VGF released, on pro-rata basis as specified hereunder:

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

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

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

- v) In case the lending institution exercises its right to step-in or take-over the project, SECI will also have the right to step-in along with the lending institutions to reclaim VGF in accordance with Clause 12.6 (iv) or hand over the project to another party for operation.

vi) Void

13.0 Void

## **GENERAL**

14.0 The complete RfS Documents are available at ISN-ETS Portal <https://www.bharat-electronictender.com> as well as on 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> 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 ETS, Gurugram to complete the registration formalities. The address of M/s ISN-ETS Portal is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS Portal are mentioned in the subsequent RfS documents.

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

For proper uploading of the bids on the 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 ETS Electronic Tender.com Private Limited, Gurugram 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 III - 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 Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the global 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 SECI and the Bidder/ SPD shall be governed by the RfS Documents/ Contract signed between SECI 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 ETS Portal of ISN-ETS ( <https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and/or as indicated in the Bid Information Sheet.
- 19.0 Bidder shall submit bid proposal along with non-refundable Document Fees, Bid Processing Fees and 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, Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. 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 ETS Portal ( <https://www.bharat-electronictender.com> )or from SECI website ( <http://www.seci.co.in> ). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS Portal website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS Portal website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ISN-ETS Portal website shall prevail.**
- 21.0 In case 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.

- 23.0 The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
- 23.0 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 24.0 ***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.



# **SECTION - III**

## **INSTRUCTIONS TO BIDDERS (ITB)**

## Preamble

This part (Section - III) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of SECI. 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 III) 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 SECI and Bidders/ Contractors shall be governed by the RfS Documents/ Contracts signed between SECI 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 - III and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Central Electricity Regulatory Commission and courts of New Delhi shall have exclusive jurisdiction.

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <u>SECI/C&amp;P/RfS/PMDP/LK/2020</u>	Page 23 of 125	<u>Signature of Bidder</u>
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## 1 **OBTAINING RfS DOCUMENTS**

The RfS document can be downloaded from the website of ISN-ETS <https://www.bharat-electronictender.com>. A link of the same is also available at [www.seci.co.in](http://www.seci.co.in).

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

## 2 **COST OF 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 processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. 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 are available on [www.seci.co.in](http://www.seci.co.in) under the “Financials” Tab. The bids submitted without cost of the RfS document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bank Guarantee against EMD, may be liable for rejection by SECI.

## 3 **TOTAL CAPACITY OFFERED**

- 3.1 The SPD shall set up a Solar PV Power Project 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21 MWh each at LEH and KARGIL Districts) capacity including construction of transmission line network up to the interconnection point for each project and selling the Solar Power to Buying Entity. It shall be the responsibility of the SPD to remain updated about the applicable rules and regulation of the UT and respective Solar Policy, as applicable. The geographical co-ordinates of Site Locations are as follows:

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	Page 24 of 125	<b><u>Signature of Bidder</u></b>
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### KARGIL SITES

Site No.	Name of Project site	Project Capacity (MW)	Interconnection Point	Interconnection Level	11KV Line Length (approx.)	Land Co-ordinates
1	Lakthang Drass	1.0	Upcoming 66/11 kV, 2 x 10 MVA substation, Lakthang Drass	11 kV	1.0 KMs	34° 25'43.0"N, 75°43'26"E
2	Yourbaltak	3.0	Nearest 11 kV Line of JKPDD, Yourbaltak	11 kV	3.0 Kms	34° 34'35.0"N, 76°12'19"E
2 (Optional)	Pashkum	3.0	Nearest 11 kV Line of JKPDD, Kargil	11 KV	6.0 Kms	-
3	Sankoo	1.00	Existing 66/11 kV, 1x6.3 MVA substation, Sankoo	11 kV	3.5 Kms	34° 18'22.0"N, 75°57'58"E
4	Khangral	1.00	Existing 66/11 kV, 1x6.3 MVA substation, Khangral	11 kV	6.0 Kms	34° 21'44.0"N, 76°33'00"E
5	Karsha Zanskar	1.0	Nearest 11 kV Line, Karsha Zanskar	11 kV	4.0 kMs	33° 31'14.0"N, 76°54'15"E

### LEH SITES

Site No.	Name of Project site	Project Capacity (MW)	Interconnection Point	Interconnection Level	11KV Line Length (approx.)	Land Co-ordinates
1	Leh Town	2.50	Upcoming 66/11 kV, 6.3 MVA substation, Lungmar	11 kV	2.0 KMs	34° 11'16.0"N, 77°36'10.8"E
2	Lagjung Nubra	1.50	Upcoming 33/11 kV, 1x 3.15 MVA substation, Penchimik, Nubra	33 kV	15.0 Kms	34° 33'12.7"N, 77°38'29.3"E
3	Nyoma Headquarter	1.00	Existing PDD DG substation, Nyoma	11 kV	8.0 Kms	33° 12'39.0"N, 78°37'45.0"E

4	Chillam Tangtse Durbuk	1.50	At Existing PDD DG Station, Durbuk	11 kV	4.0 Kms	33° 59'11.9"N,78°09'37.9"E
5	Khaltsi	0.50	Existing PDD 66/11 KV substation	11 kV	6.0 Kms	34° 18'33.64"N,76°55'47.92"E

The land for setting up of solar projects with battery storage will be facilitated and made available to the SPD by Ladakh Renewable Energy Development Agency (LREDA) and Kargil Renewable Energy Development Agency (KREDA) separately, given under "Right-to-Use" to the SPD. The scope of SPD also includes setting up of power evacuation system including step up transformer, transmission lines etc. and connecting to the Sub-station at voltage levels as mentioned above. The transmission of power up to the point of interconnection where metering is done shall be the responsibility of bidder at its own cost for each project. Further, the maintenance of transmission system from project location upto the interconnection point shall be the responsibility of SPD. SPD shall also provide metering arrangement at voltage level. Further, the project shall comprise technology as mentioned above.

**Disclaimer: The site locations (coordinates) & distances from the interconnection points mentioned above are indicative in nature. The actual details shall be confirmed from the LREDA/KREDA/PDD Ladakh by the bidder before the submission of bid. SECI is not responsible for any anomaly in the information provided regarding the sites as mentioned in the above table.**

- 3.2 Solar power Project shall be of 14 MW Solar Power Plant with 42MWh BESS (7MW/21MWh each at LEH and KARGIL Districts) capacity at delivery point i.e. at the interconnection point of Voltage level as per the site location at the load centre of Buying Entity. The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure. It may be noted that the bidders are required to bid for the entire capacity of 14 MW with 42 MWH BESS of the Project and part-capacity allocation is not envisaged in this RfS.

The Projects shall be connected to voltage levels specified at Delivery Point, as defined in this document.

The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.

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**.

#### 4. PROJECT LOCATION

The Project locations are provided under clause 3.1 above of the ITB.

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <u>SECI/C&amp;P/RfS/PMDP/LK/2020</u>	Page 26 of 125	<u>Signature of Bidder</u>
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## 5 **PROJECT SCOPE & TECHNOLOGY SELECTION**

The Project Scope & Technology selection is provided under clause 10 of the IFB.

## 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 may submit a single bid for 14 MW Solar PV power plant with 42 MWh BESS (7 MW / 21 MWh each at Leh and Kargil), in the prescribed formats.
- (ii) The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be 14 MW Solar PV power plant with 42 MWh BESS (7 MW / 21 MWh each at Leh and Kargil)
- (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.

## 7 **CONNECTIVITY WITH THE GRID**

- 7.1 The plant should be designed for interconnection with the nearest substation of Buying Entity at the voltage level of 11 kV.
- 7.2 The SPD shall be responsible for the following at his own expenses
- a. Getting connectivity of the Project with the transmission system owned by the Buying Entity.
  - b. Transmission of power up to the point of interconnection /delivery point where the metering is done for energy accounting
  - c. Maintenance of Transmission system up to the Inter-connection Point
- 7.3 The arrangement of connectivity shall be made by the SPD through a dedicated transmission line, which the SPD shall construct. The entire cost of transmission including cost of construction of line, losses etc. and any other charges from the project up to and including at the interconnection point/Delivery Point will be borne by the SPD and will not be met by the Buying Entity or reimbursed by SECI.
- 7.4 The supply of the power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD.
- 7.5 Void

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7.6 Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA.

7.7 Atleast 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from Buying Entity, confirming technical feasibility of connectivity of the plant to the Buying Entity substation. Commissioning of the Project shall not be allowed until the submission of connectivity letter for the said Project.

## **8 POWER GENERATION BY SOLAR POWER DEVELOPER**

### **8.1 CRITERIA FOR GENERATION**

The Bidders will declare the annual CUF of the Project at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year of COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than **17% (Seventeen Percent)**. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) 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, 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 Buying Entity 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.

### **8.2 SHORTFALL IN GENERATION**

This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be on PPA tariff for the shortfall units.

SPD shall agree that the methodology specified 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 buying Entity, affecting supply of power by the SPD.

### **8.3 EXCESS GENERATION**

Any excess generation over and above 10% of declared annual CUF will be purchased by Buying Entity at the PPA tariff, provided Buying Entity is able to absorb such excess generation. However, the SPD shall inform at least 60 days in advance of such excess

generation to buying Entity, to enable buying Entity to take necessary actions for absorption of this excess generated energy.

Buying Entity shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 1 month of receiving the above offer from the SPD.

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 buying Entity.

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: **NOT APPLICABLE****

### **9 CLEARANCES REQUIRED FROM THE STATE/UT GOVERNMENT AND OTHER LOCAL BODIES**

9.1 The SPD is required to obtain necessary clearances and permits as required for setting up the Solar PV Power Projects in the UT of Ladakh. However, PDD Ladakh will facilitate in getting the Connectivity permission to the SPD before signing of PPA.

9.2 Void

### **10 EARNEST MONEY DEPOSIT (EMD)**

10.1 Earnest Money Deposit (EMD) as mentioned under the Bid Information Sheet (BIS) of the RfS in the form of Bank Guarantee according to Format 7.3A and valid for 09 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. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to RfS. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable.

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

## 11 PERFORMANCE BANK GUARANTEE (PBG)

11.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 9,80,00,000 (Indian Rupees Nine Crores & Eighty lacs only)** within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 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-mentioned timelines shall be treated as follows:

- a. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the SPD to Buying Entity 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 above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.

- b. Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the SPD shall be encashed by SECI on behalf of Buying Entity 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 All Performance Bank Guarantees (PBGs) shall be submitted in favour of Buying Entity.

Note: The PBGs are required to be submitted in the name of the Buying entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by The successful bidder, the PBG may be submitted in the name of the successful Bidder within the above prescribed deadline, if the bidder chooses to do so, and the Same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA.

11.3 The SPD shall furnish the PBG from any of the Banks listed at Schedule-2 of draft PPA to Buying Entity. PBG issued by foreign branch of a bank from bank list given in Schedule-2 of draft PPA 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.



- a) Buying Entity has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by Buying Entity in terms of the guarantee as in the case of appropriation of the cash deposit lying with Buying Entity.
- 11.5 The successful Bidder for the Project selected based on this RfS is required to sign PPA with Buying Entity within 30 days (Unless otherwise extended by buying entity) after the issue of LoA. In case, Buying Entity 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-III, Instructions to Bidders (ITB) of RfS documents 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 encashed by SECI/ Buying Entity from the Bank Guarantee available with SECI after getting confirmation from Buying Entity. (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project 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/SPDs. Any Bank Guarantee or amendment to be submitted by bidder as per instruction mentioned in tender document
- Bank Guarantee towards EMD only or Amendment to be submitted by bidder as part of the bidding process / contract execution, shall be effectively only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.
- 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 within 15 days after the completion of e-Reverse Auction. The PBG of SPDs shall be returned to them, immediately after successful commissioning of their project as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 17, Section-III, Instructions to Bidders (ITB) of RfS.

## 12 SUCCESS CHARGES

Not Applicable

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### 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, Buying Entity 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-III, Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;
- 13.3 If after issuance of Lol, it is found that the documents furnished by the bidders 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-III, Instructions to Bidders (ITB) of RfS documents;

### 14 **POWER PURCHASE AGREEMENT (PPA)**

- 14.1 Buying Entity shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between Buying Entity and the selected SPD will be made available on ISN-ETS Portal <https://www.bharat-electronictender.com> and also in SECI website [www.seci.co.in](http://www.seci.co.in). The PPA shall be signed within 30 (Thirty) days (Unless otherwise extended by buying entity) from the date of issue of LoA/Date of award of order (*for e.g. If the LoA is dated 20.03.2020, then the last date of signing of PPA shall be 19.04.2020*). PPA will be executed between Buying Entity and selected bidder or its SPV for the Project. The PPA shall be valid for a period of 25 years as per provisions of PPA.

Note: PPA will be executed between Buying Entity 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 Buying Entity at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA, except for the case as illustrated in Clause 7.1 (ii) (b) above. 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, 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 Project Company along with a copy of complete documentary evidence supported with the original documents.

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- 14.3 Successful bidders will have to submit the required documents to SECI within 15 days from the issue of LoA. In case of delay in submission of documents beyond the 15 days 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 the date of issuance of LOA.

#### 14.4 Void

- 14.5 The SPDs will be free to reconfigure and repower the project from time to time during the PPA duration. However, Buying Entity will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

- 14.6 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD and Buying Entity.

#### **14.7 Land arrangements:**

- a. The land for setting up of solar projects with battery storage will be facilitated and made available to the SPD by Ladakh Renewable Energy Development Agency (LREDA) and Kargil Renewable Energy Development Agency (KREDA) separately, given under "Right-to-Use" to the SPD.
- b. The LREDA & KREDA shall also provide required land for the establishment of substation including Main control room, BESS for the proposed project.

### **15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS**

- (i) The Projects shall achieve Financial Closure **within 12 (twelve) months** from the Effective Date.

It is presumed that in terms of Clause 10.4 of the Guidelines issued by MNRE, the tariff will be adopted by the Appropriate Commission **within 60 days** of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, **beyond 60 (sixty) days**, shall entail a corresponding extension in financial closure.

- (ii) At the stage of financial closure, the SPDs shall report 100% 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.

- (iii) Checklist of documents to be submitted at this stage is provided at Annexure-D of the RfS.

- (iv) In case of default in achieving above condition as may be applicable within the stipulated time, Buying Entity shall be entitled to encash Performance Bank Guarantees and shall remove the

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Project, unless the delay is on account of factors 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. This extension will not have an impact on the obligation of SPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the SPD to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of no submission of either the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days- Buying Entity on recommendation of SECI shall encash the PBG of the corresponding SPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid in favour of Buying Entity by the SPD 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 Buying Entity on recommendation of SECI. 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.

- (v) The SPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

## 16 COMMISSIONING

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

### 16.a PART COMMISSIONING

Part commissioning of the Project shall not be accepted.

### 16.b COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **18 months** from the date of the Award of order. (LoI/LoA).

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- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.10.2021, then the above deadline for Project commissioning shall be 07.04.2022).

In case of delay in commissioning of the Project beyond the SCD until the date as on **24 months** from the Effective Date of the PPA, as part of the liquidated damages, the total PBG amount for the Project shall be encashed by Buying Entity. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

- c. In case the Commissioning of the Project is delayed beyond the date as per Clause 16.b.b above, 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.
- I. In such case the VGF amount will be reduced on pro rata basis in commensuration to the commissioned capacity.
  - II. For any capacity not commissioned, the VGF already released will be claimed back from the SPD by encashing the equivalent amount of BG submitted.
- d. It is presumed that in terms of Clause 10.4 of the Guidelines issued by MNRE, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in Scheduled Commissioning Date.
- e. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 14.7 (a).

#### 16.c EARLY COMMISSIONING

The SPD shall be permitted for full commissioning of the Project even prior to the SCD. In such case the Buying Entity shall purchase the generation at PPA Tariff.

#### 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 Project. 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

**Interconnection with Grid & Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. SECI/ Buying Entity may

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authorize any individual or committee or organization to declare the project commissioned on site.

## 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 LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with Buying Entity.

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 Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

18.3 In case of SPVs: The successful Bidder, 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 SECI. 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 SECI. 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 SECI. 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.

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18.6 Any change in the shareholding after the expiry of 03 years from COD can be undertaken under intimation to SECI. 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 SECI, 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 per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

## 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 (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 23, Section-III, Instructions to Bidders (ITB) of RfS.

19.2 Aggregate capacity offered under this RfS is 14 MW solar PV power plant with 42 MWh BESS. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No. 24, Section-III, 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 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

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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 Project and to sign the PPA with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
  - 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 Project) in line with Clause No. 15, Section-III, 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 highlights the objects relating to Power/ Energy/ Renewable Energy/Solar Power plant development.
  - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
  - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- b. 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 within 30 days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS to SECI as per Clause No. 18, Section-III, 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 2018-19.
- e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

## 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-III, Instructions to Bidders, ITB of RfS.

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- 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 Intent, 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 and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause no. 11, Section-III, Instructions to Bidders (ITB) of RfS.
- 21.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) 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-III, 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 The CERC/JERC shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and buying Entity. Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

21.16 All the financial transactions to be made with SECI/ Buying Entity including submission of Bank Guarantees, success fee, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

## 22 **NON-RESPONSIVE BID**

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

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

- (a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet;
- (b) Non-submission or partial submission of EMD 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-Phrases for both Technical and Financial Bid (Price Bid) Parts into '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;
- (e) Non-submission of Original Bank Guarantee and/or DDs/Pay order against Cost of RfS Document and/or DDs/Pay order against Bid Processing Fee;
- (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.

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In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (b), such bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

## 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 original of following documents **offline**.

- DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3 A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
- Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

**No documents will be accepted in person, on or before the date of bid submission.** DDs/Pay Orders against the cost of RfS document and bid processing fee may be submitted in person or via post/courier, subsequent to expiry of bid submission deadline and upto the date as on two (2) working days after the deadline.

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

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

For e.g., if the bid submission deadline is 18:00 hrs on 05.01.2020, the above deadline will expire at 18:00 hrs on 07.01.2020. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees and/or DD/Pay Order against Cost of RfS Document and Bid Processing Fee.

The bidding envelope shall contain the following sticker

<b>Response to RfS for Selection of Setting up of 14 MW Solar Power Plants with 42 MWh BESS (7 MW/ 21MWh each at Leh and Kargil)</b>	
Cumulative Capacity of the project applied for	_____ MW
No. of Project Bid for	
RfS Reference No.	SECI/C&P/RfS/PMDP/LK/2020

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Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	<b>GM (C &amp; P)/ Manager (C &amp; P)</b> <b>Solar Energy Corporation of India Limited</b> <b>D - 3, 1<sup>st</sup> Floor, A-Wing, Prius Platinum Building,</b> <b>District Centre, Saket, New Delhi - 110 017</b> <b>Email - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>

### 23.b DOCUMENTS TO BE SUBMITTED ONLINE

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

**If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount and/or DDs/Pay order against cost of RfS Document and bid processing fee offline within 2 working days from last date of bid submission, 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.**

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

#### I. 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 signatory as mentioned below.

- Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8, 7.9 and 7.10 as elaborated in Clause No. 20, Section-III, Instructions to Bidders (ITB).
- Section-III, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names.
- All supporting documents regarding meeting the eligibility criteria.
- Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- 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 III, 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 - 7.11 of this RfS document
- (b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.12

**Only single tariff bid for all the Projects 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 opened and the EMD shall be returned to the respective bidder.
- (e) In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SECI within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

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## 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.

**14 MW Solar Power Plants with 42 MWh BESS (7 MW/ 21MWh each at Leh and Kargil)**  
**Owned and operated by**  
**----- (insert name of the SPD)**  
**[Under RfS for Setting up of 14 MW Solar Power Plants with 42 MWh BESS (7 MW/ 21MWh each at Leh and Kargil) Implemented by**  
**Solar Energy Corporation of India Limited]**



**Village:....., Tehsil....., District....., State.....**

## 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 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 website <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

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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)	Phone (Off):011-71989200 E-mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>
Shri Sandeep Kumar Manager (C & P)	Phone (Off): 011-71989290 Email: <a href="mailto:sandeep@seci.co.in">sandeep@seci.co.in</a>
Shri Kartik Ganesan /Shri Sunil Sr. Engineer (C & P)	Phone (Off): 011-71989264 Email: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>

## 28 RIGHT OF SECI TO REJECT A BID

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

## 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 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 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.



# **SECTION - IV**

# **QUALIFYING REQUIREMENTS FOR BIDDERS (QR)**



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

## GENERAL ELIGIBILITY CRITERIA

**A.1** Company as defined.

**A.2** Bidding Consortium with one of the Companies as Lead members. 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. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

**A.3** In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 76% shareholding in the SPV, before signing of PPA.. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.

**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 SECI, 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) are not eligible for participation.

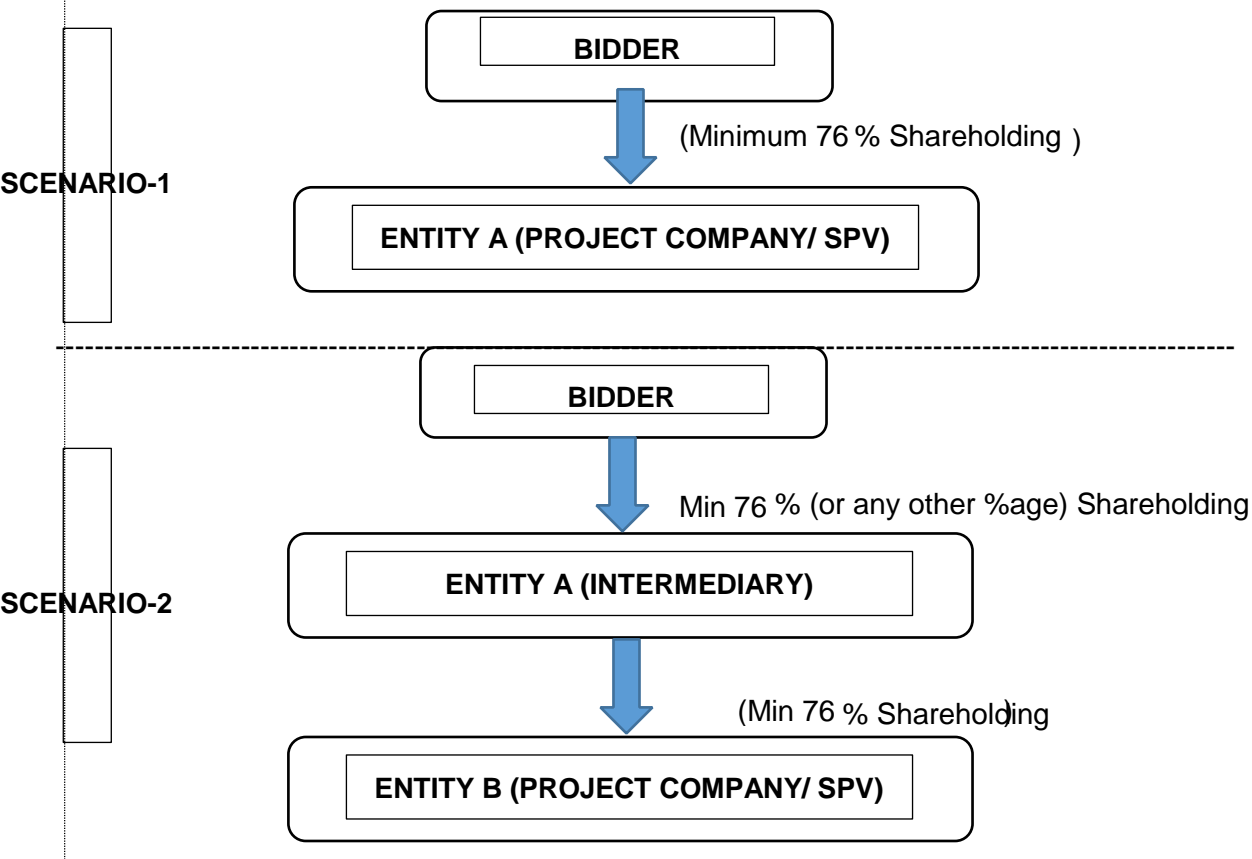
**A.6** A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be incorporated for executing more than one Project.

**A.7** Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the 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 (03) three year 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 SECI, subject to the condition that, the management control remains within the same group of companies.

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**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 Project. 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-III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 7.8.

**B.3** Detailed technical parameters for Solar PV Project with BESS to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A.

**B.4** The Project shall also comply with the criteria for power generation detailed in Clause No. 8 in Section-III, Instructions to Bidders (ITB) of RfS.

## C FINANCIAL ELIGIBILITY CRITERIA

### C.1 NET-WORTH

The Net Worth of the Bidder should be equal to or greater than **INR 39,20,00,000 (Indian Rupees Thirty-Nine Crores and Twenty lacs only)** for the Bid, as on the last date of previous Financial Year, i.e. FY 2018-19.

The net worth to be considered for the above purpose will be the cumulative network 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.

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 minimum annual turnover of INR 4,17,26,160 (Indian Rupees Four Crores, Seventeen lacs, Twenty-Six thousand, One hundred & Sixty only)** during the previous financial year, i.e. FY 2018-19. 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.

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Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a **minimum amount of INR 83,45,232 (Indian Rupees Eight three lacs, Forty-five thousand, Two hundred & thirty-two only)**, as on the last date of previous financial year, i.e. FY 2018-19.

In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 1,04,31,540 (Indian Rupees One Crores, Four Lacs, Thirty-one Thousand, Five Hundred & forty only)**, 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.

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.

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.

A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2018-19, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor 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.

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

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 reference rates prevailing on the date of closing of the accounts for the respective financial year.

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In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into 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.

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.



# **SECTION - V**

# **BID EVALUATION AND SELECTION OF PROJECT**

## 1 **BID EVALUATION**

The Bench Mark VGF has been kept as **Rs.13 Crore for 1MW Solar PV Power Project with Battery Storage of 3 MWh**. Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of the RfS. The details evaluation 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-III, 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-III, 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 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 shall be done based on the "First Round VGF/ Discounted Tariff Bid" quoted by the bidders in the ElectronicForm of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- 2.b.1 Second Envelope (containing first round VGF/ discounted tariff) of only those bidders shall be opened whose technical bids are found to be qualified.



2.b.2 The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a single VGF/ single discounted tariff for the project. VGF/ Discounted tariff can be quoted 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.

2.b.3 In this step, evaluation will be carried out for the Project based on VGF requirement and discounted tariff quoted by the Bidders. The VGF bid cannot be higher than the VGF mentioned at clause 1 (Rs.13 Crore for 1MW Solar PV Power Project with Battery Storage of 3 MWh) above. Those bids, whose First Round VGF Bid is higher than VGF mentioned at clause 1 shall be rejected. The discounted tariff, if opted, has to be less than Rs.2/kWh.

2.b.4 If the first round VGF/ discounted tariff quoted is same for two or more bidders, then all such bidders with same VGF/discounted tariff shall be considered of equal rank/ standing in the order.

2.b.5 On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible for the project, opening of the financial bid of the bidder will be at the discretion of SECI. Thereafter SECI will take appropriate action as deemed fit.

2.b.6 All bidders with same VGF/discounted tariff shall be eligible for reverse auction round provided they are satisfying the E-Ra shortlisting criteria clause No 2.c.2 below.

2.b.7 Ranking of bidders after Financial bid Evaluation: In case of financial bids received from all bidders are in the form of VGF and Discounted tariff, priority in ranking shall be given to the discounted tariff bids over VGF bids and ranking of bidders shall be done accordingly. For example

Bidder	Submitted Financial bid	Ranking
B1	₹ 1,00,00,000/- (VGF in ₹/MW)	L4
B2	₹ 1.98 (discounted tariff in ₹/ kWh)	L1
B3	₹ 0 (VGF in ₹/MW)	L3
B4	₹ 1.99 (discounted tariff)	L2
B5	₹ 2,00,00,000/- (VGF in ₹/MW)	L5
B6	₹3,00,00,000/- (VGF in ₹/MW)	L6
B7	₹ 1.99 (discounted tariff)	L2

## 2.c REVERSE AUCTION (STEP-3)

Procedure for electronic Reverse Auctioning (e-RA):

2.c.1 The e-RA shall be conducted on <https://www.bharat-electronictender.com>. e-RA shall be carried out on the day as intimated by SECI to the eligible bidders.

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

The e-RA shall be conducted as follows:

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

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

2.c.4 During the 15 minutes prior to start of reverse auction process, the respective first round VGF/Discounted Tariff along with the total capacity of the bidder shall be displayed on its window.

2.c.5 The minimum decrement value of VGF for Reverse Auction is ₹ 5, 00, 000/- per MW. During the reverse auction process, the bidder can mention its revised VGF value which has to be at least ₹ 5, 00, 000/- less than its current quoted VGF value. For e.g. (if the current quoted VGF is ₹100,00,000.00, then the revised VGF has to be any value equal to or lower than ₹95,00,000.00, i.e. for e.g. ₹92,12,135.00 or ₹90,86,999.00). Similarly, the minimum decrement value for discounted tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised discounted tariff which has to be at least 1 paisa less than its current discounted tariff

2.c.6 Bidders can only quote any value lower than their previous quoted VGF/Discounted Tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at no stage, increase in VGF/Discounted Tariff will be permissible.

2.c.7 During Reverse Auction, the bidder shall not have the option of changing total capacity while quoting VGF/Discounted Tariff during reverse auction.

2.c.8 At any point during Reverse Auction, either VGF or discounted tariff field shall remain enabled for the bidder. The VGF field remains enabled as long as quoted VGF is positive, i.e. more than zero and the discounted tariff field remains disabled. Once the VGF value becomes zero, from the next step onwards the discounted tariff becomes enabled and the VGF field becomes disabled.

2.c.9 A bidder quoting positive VGF can go for discounted tariff option during the reverse auction as mentioned in example below:

For e.g. If the bidder has quoted VGF as ₹ 1,00,00,000/- per MW at any stage during reverse auction and wishes to forgo VGF and quote Discounted Tariff for further competition, the following steps are to be followed:

Step 1: It will have to mention the VGF as ₹ 0/-. (VGF will stand as ₹ 0/- and Discounted tariff as ₹ 2/kWh).

Step 2: It will have to mention its discounted tariff value. (Now, if the Bidder wants to quote ₹ 1.98 as the tariff, then he has to mention the value in the discounted tariff field).

2.c.10 In the bidder's bidding window, the following information can be viewed by the bidder:

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1. Its First round VGF/ discounted tariff as their initial start price and there after last quoted VGF/discounted tariff along with the project details for which the bidder is qualified;
2. The list of all the bidders with their following details:  
Pseudo Identity, last quoted VGF, tariff.

2.c.11 The initial auction period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

## 2.d SELECTION OF SUCCESSFUL BIDDERS

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

Scenario – 1	Scenario – 2	Scenario - 3	Scenario – 4
INR 1.99 (discounted tariff)	INR 1.98 (discounted tariff)	INR 1.99 (discounted tariff)	INR 1,00,00,000/- (VGF)
INR 1.98 (discounted tariff)	INR 1.97 (discounted tariff)	INR 1.98 (discounted tariff)	INR 2,00,00,000/- (VGF)
INR 1,00,00,000/- (VGF)	INR 0/- (zero VGF) (Tariff INR 2)	INR 1.97 (discounted tariff)	INR 3,00,00,000/- (VGF)
INR 2,00,00,000/- (VGF)	INR 1,00,00,000/- (VGF)	INR 1.96 (discounted tariff)	INR 4,00,00,000/- (VGF)

2.d.1 The bidders shall be shortlisted in the ascending order as illustrated above. The bidder ranked as L1 based on the above shortlisting shall be awarded the Project.

2.d.2 In case of tie, among two or more bidders (i.e. their last quoted discounted VGF/Discounted Tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

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

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

2.d.3 At the end of selection process, a letter of Award (LOA) will be issued to the successful bidder.

2.d.4 In all cases, SECI's decision regarding selection of bidder through Reverse Auction or other- wise based on Discounted VGF/discounted tariff or annulment of tender process shall be final and binding on all participating bidders.



# 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 - IV 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 Technical Criteria (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 Project with BESS (Annexure - A)
- xiv) Check List for Bank Guarantees (Annexure-B)
- xv) List of Banks (Annexure-C)
- xvi) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-E)
- xvii) Terms & Conditions of Reverse Auction (Annexure-F)



**Format 7.1****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

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/RfS/PMDP/LK/2020 dated \_\_\_\_\_ for for Selection (RfS) for Setting up of 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21 MWh each at Leh and Kargil) under Prime Minister Development Package (PMDP)-2015

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 SECI, 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 14 MW Solar Power Plant with 42 MWh BESS, including this response to RfS.

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



S. No.	Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	Proposed CUF	BESS (MW/MWH)

- We give our unconditional acceptance to the RfS, dated ..... [Insert date in dd/mm/yyyy], 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 21/24 months (as per clause No. 16 of ITB) of the Effective Date of PPA.

- Earnest Money Deposit (EMD): - (Please read Clause No. 10, Section-III, 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-III, ITB of this RfS. The total capacity of the Solar PV Project offered by us is ..... MW [Insert cumulative capacity proposed].

- We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Project, within due time as mentioned in Clause Nos. 11 & 12, Section-III, ITB of this RfS on issue of LoA by SECI for the selected Project and/ or we are not able to sign PPA with Buying Entity within 90 days of issue of LoA by SECI for the Project, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

- 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.

- 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.

We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Project according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

- Familiarity with Relevant Indian Laws & Regulations: -

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: SECI/C&P/RfS/PMDP/LK/2020	Page 62 of 125	Signature of Bidder
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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.

7. 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 Buying Entity committing total equity infusion in the SPV as per the provisions of RfS.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. 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.
10. 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.
11. 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].
12. Contact Person

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

Name : .....  
 Designation : .....  
 Company : .....  
 Address : ..... Phone Nos. ....  
 : .....  
 Mobile Nos. : .....  
 Fax Nos. : .....  
 E-mail address : .....

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

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

Thanking you,

<b>14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil</b>	<b>RfS No:</b> <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	<b><u>Page 63 of 125</u></b>	<b><u>Signature of Bidder</u></b>
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We remain,  
Yours faithfully,

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

**Format 7.2****FORMAT FOR POWER OF ATTORNEY****(Applicable Only incase of Consortiums)****(To be provided by each of the other members of the 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 Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of ..... and having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

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(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 Consortium shall have the controlling shareholding in the Company as defined in Section-I, 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 Project/ Projects in Leh & Kargil of the cumulative capacity of ..... MW [Insert cumulative Project 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 not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity proposed], 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-III, 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-III, ITB of this RfS]. SECI shall be entitled to invoke this Guarantee till ..... [insert date of validity in accordance with Clause No. 10, Section-III, 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 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.

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-III, 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 7.3B**

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

**(To be submitted Separately for each Project)**

*(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 in **Leh & Kargil** of the capacity of ..... MW, at ..... [Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated ..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of ..... [Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent 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 Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Buying Entity at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from Buying Entity or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees ..... [Total Value] only, on behalf of M/s ..... [Insert name of the selected 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 ..... Buying Entity shall be entitled to invoke this Guarantee till .....

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

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 Buying Entity to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Buying Entity in respect of any payment made hereunder

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected 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 SECI 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 Buying Entity and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom Buying Entity 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 ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Buying Entity serves upon us a written claim or demand.

Signature: \_\_\_\_\_

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

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	<b>RfS No:</b> <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	<b>Page 70 of 125</b>	<b><u>Signature</u></b> <b><u>of Bidder</u></b>

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ *[Insert Name and Address of the Bank]* \_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

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

## **Format 7.4**

### **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 in **Leh & Kargil** vide RfS No. \_\_\_\_\_ for 'Setting up of 14 MW Grid Connected Solar PV Power Project with 42 MWh BESS at Leh & Kargil, 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**

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: SECI/C&P/RfS/PMDP/LK/2020	Page 72 of 125	Signature of Bidder
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**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.

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	<b>RfS No:</b> <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	<b><u>Page 73</u></b> <b><u>of 125</u></b>	<b><u>Signature of</u></b> <b><u>Bidder</u></b>

**Format 7.5**

**FORMAT FOR CONSORTIUM AGREEMENT**

**(To be Submitted Separately for each Project)**

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

THIS Consortium Agreement ("Agreement") executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_ between M/s \_\_\_\_\_ [*Insert name of Lead Member*] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_

(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS in Leh & Kargil 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, 1<sup>st</sup> 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 Buying Entity desires to purchase Power under Setting up of 04 MW Grid Connected Solar PV Power Project in Leh & Kagil;

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	<b>RfS No:</b> <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	<b>Page 74</b> <b>of 125</b>	<b>Signature of</b> <b>Bidder</b>
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In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

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

Name	Percentage
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	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) Year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.



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

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

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	<u>RfS No:</u> <u>SECI/C&amp;P/RfS/PMDP/LK/2020</u>	<u>Page 76</u> <u>of 125</u>	<u>Signature of</u> <u>Bidder</u>

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

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

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

**Note:** - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	<b>RfS No:</b> <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	<b><u>Page 77</u></b> <b><u>of 125</u></b>	<b><u>Signature of</u></b> <b><u>Bidder</u></b>
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**Format 7.6**

**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

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/RfS/PMDP/LK/2020 dated \_\_\_\_\_ for for Selection (RfS) for Setting up of 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21 MWh each at Leh and Kargil) under Prime Minister Development Package (PMDP)-2015

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 2018-19**.

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, 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)
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14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	Page 78 of 125	Signature of Bidder
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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]*

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 %) 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 2018-19**. (Strike out if 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.*

**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					
---					

---					
<b>Total</b>					

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

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 2018-19.** (Strike out if 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			
<b>Total</b>			

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

**Exhibit (ii): Applicable in case of Bidding Consortium (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 PDBIT 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)	PDBIT (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:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth 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 7.7**

**FORMAT FOR DISCLOSURE**

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

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

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/RfS/PMDP/LK/2020 dated \_\_\_\_\_ for for Selection (RfS) for Setting up of 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21 MWh each at Leh and Kargil) under Prime Minister Development Package (PMDP)-2015.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ in Leh & Kargil 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 7.8**

**FORMAT FOR TECHNICAL CRITERIA**

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

**(To be Submitted Separately for each Project)**

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

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. SECI/C&P/RfS/PMDP/LK/2020 dated \_\_\_\_\_ for for Selection (RfS) for Setting up of 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21 MWh each at Leh and Kargil) under Prime Minister Development Package (PMDP)-2015.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 15, Section-III, ITB** under the title "Financial Closure" that the following details shall be furnished within **12 (twelve) months** of Effective Date of the PPA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency,

2.0 Void

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.

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: SECI/C&P/RfS/PMDP/LK/2020	Page 85 of 125	Signature of Bidder
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**Format 7.9**

**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP UNDER PART-B**

**(To be Submitted Separately for each Project)**

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

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

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

D – 3, 1<sup>st</sup> Floor, Wing – A, Prius Platinum Building

District Centre, Saket, New Delhi – 110 017

Sub: Response to RfS No. SECI/C&P/RfS/PMDP/LK/2020 dated \_\_\_\_\_ for for  
Selection (RfS) for Setting up of 14 MW Solar Power Plant with 42 MWh BESS (7 MW / 21  
MWh each at Leh and Kargil) under Prime Minister Development Package (PMDP)-2015

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ (Insert Name of the Bidder) enclose herewith the Financial  
Proposal for selection of my/ our firm for \_\_\_\_\_ number of Project(s) for a cumulative capacity  
of \_\_\_\_\_ MW in India in Leh & Kargil 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,

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	Page 88 of 125	Signature of Bidder
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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 all the project applied for. If the bidder quotes two tariffs or combination thereof for the project, then the bid shall be considered as nonresponsive.*
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 nonresponsive.*
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.*

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	<b>RfS No:</b> <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	<b><u>Page 89</u></b> <b><u>of 125</u></b>	<b><u>Signature of</u></b> <b><u>Bidder</u></b>



**Format 7.11**

**PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT**

**(To be submitted separately for each 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.	/Land Cost (if applicable)		
3.	Civil and General Works		
4.	Mounting Structures		
5.	Power Conditioning Unit		
6.	BESS (Battery, BMS, PCU, Transformer, BOS)		
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)		
<b>9.</b>	<b>Total Project Cost</b>		

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.

## **Annexure - A**

### **Technical Parameters of PV Modules, BESS and various other components for use in Grid Connected Solar Power Plants with BESS**

All components of the Solar PV plants 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. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

#### **Site Details and Site Assessment**

The Site details along with Interconnection points and Interconnection Voltage Levels are provided in Annexure C.

#### **Scope of Works**

- a. 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:
  - i. Adequate capacity of Solar PV modules of suitable rating
  - ii. Module Mounting Structures.
  - iii. Inverters/Power Conditioning Units of suitable rating along with MPPT mechanism (derated for operation at the high altitude)
  - iv. String Monitoring Unit (SMU) along with mounting structure
  - v. AC Combiner Boxes along with Mounting Structure
  - vi. Solar cables along with lugs, glands, ferrules, straight/Y-connectors and other materials required proper cable termination at both the ends
  - vii. Step-up transformers (inverter duty) as per inverter manufacturer requirements
  - viii. Indoor/Outdoor 11 kV switchgear panels including Vacuum Circuit Breakers, Current Transformers, Voltage Transformers, Relays and other accessories for complete protection at the point of interconnection.
  - ix. AC distribution panels with sufficient number of output feeders required for auxiliary power distribution
  - x. DC and AC power cables of appropriate sizes with cable termination kits.
  - xi. Battery Energy Storage System (BESS) of required power and energy capacity including unit batteries, Battery Management System (BMS), Power Conditioning System (PCS),

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <b><u>SECI/C&amp;P/RfS/PMDP/LK/2020</u></b>	Page 91 of 125	Signature of Bidder
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- Step-up transformers, LT & HT switchgear panels, Auxiliary supply system, DC & AC power cables, control and communication cables, along with RTU and related accessories for communication, HVAC system, fire-fighting system and other related accessories.
- xii. Supervisory Control and Data Acquisition (SCADA) system for remote monitoring/control of plant facilities along with communication cables.
  - xiii. Earth strip/cables, earth electrodes, earth enhancing compound and all other associated materials for complete earthing of the plant as per the relevant standards.
  - xiv. ABT meters with all necessary metering rated CTs and PTs at the Interconnecting Substation as per CEA Metering Regulation 2006 as amended time to time and state metering code.
  - xv. 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.
  - xvi. Any other equipment / material, not mentioned but required to complete the Solar Power Plant facilities in all respect.
  - xvii. 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).
    - i. Conducting geotechnical investigation and topographical survey of the plant area
    - ii. Earthwork for site grading, cutting, filling, levelling & compaction of land, as required
    - iii. Construction and erection of perimeter fence around the PV array field
    - iv. Construction of Main Control Room (MCR)
    - v. Construction of Storm water drainage & sewage network

### SPV Modules

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
Concentrator PV modules	IEC 62108

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules used in the grid connected solar 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

14 MW Solar Power Plant with 42 MWh BESS at Leh and Kargil	RfS No: <u>SECI/C&amp;P/RfS/PMDP/LK/2020</u>	Page 92 of 125	Signature of Bidder
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Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019.

In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

### Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 25°C)
- vi. Wattage, I<sub>m</sub>, V<sub>m</sub> 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.

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

### Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2

Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards
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- (j) Circuit Breaker of appropriate voltage and current rating shall be provided at the output to isolate the PCU from grid in case of faults.

- (k) Protection Features

The PCU shall include appropriate self-protective and self-diagnostic feature to protect itself and the PV array from damage in the event of PCU component failure or from parameters beyond the PCU's safe operating range due to internal or external causes. The self-protective features shall not allow signals from the PCU front panel to cause the PCU to be operated in a manner which may be unsafe or damaging. Faults due to malfunctioning within the PCU, including commutation failure, shall be cleared by the PCU protective devices. The PCU shall provide protection against the following type of faults, among others.

- (i) DC/AC over current

DC/AC over voltage

DC reverse polarity

DC earth fault

AC under voltage

AC under frequency/over frequency

Islanding

Over temperature

Lightning surges

- (l) Grid Support Functions

- a. Active power regulation

The PCU shall be able to limit the active power exported to the grid based on the set point provided through PCU front control panel. The PCU shall also be able to automatically limit the active power after an increase in grid frequency above a pre-set value. The ramp rate shall be adjustable during operation and start-up after fault. The applicability of the requirement shall be as per CEA regulation and compliance.

- b. Reactive power control

The PCU shall be able to inject /absorb reactive power to/ from the grid based on the set point provided through PCU front control panel. The same shall be performed automatically with adjustable ramp rate based on dynamic changes in grid voltage or reactive power reference.

c. Voltage Ride Through

The PCU shall remain connected to the grid during temporary dip or rise in grid voltage as per the LVRT and HVRT requirements of CEA Technical Standards for Connectivity to the Grid Regulations. The PCU shall also be able to inject reactive power during the period of voltage dip.

(m) Warranty

The complete Power Conditioning Unit shall be warranted for minimum of 5 (five) years against all material/ manufacturing defects and workmanship.

**INVERTER TRANSFORMER AND AUXILIARY TRANSFORMERS**

(a) Inverter transformer and auxiliary transformer, wherever applicable, shall comply with the latest edition of the following standards and codes including amendments.

Standard	Description
IS 2026, IEC 60076	Specification of Power Transformers
IS 11171, IEC 60076	Dry-Type Power Transformers
IS 2099, IEC 60137	Bushings for alternate voltage above 1000 V
IS 335, IEC 60296	Insulating oil
IS 3639	Fittings and Accessories for Power Transformers

(b) The Type tests should have been conducted on the similar transformer by NABL accredited laboratory.

**Module Mounting Structures**

The MMS stub/ column, rafter, purlin, ties and bracing members shall conform 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
- Light gauge structural steel or structural aluminum sections other than specified in IS: 811

Dead load, Live load, Wind load and Seismic load for buildings and structures shall be considered as per provisions of relevant BIS standards.

Basic wind speed at project site shall be taken as per IS 875 (part-3) unless otherwise specified elsewhere.

The Snow Load shall be considered as per IS: 875 (Part-4).

The MMS Design shall be certified by a Government Institution like IITs or NABL approved Laboratory.

### **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.

### **OTHER SUB-SYSTEMS/ COMPONENTS**

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

### **AUTHORIZED TEST CENTRES**

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

### **WARRANTY**

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

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- (d) The Inverters/ PCUs installed in the solar power plant must have a minimum warranty for 5 years.

### IDENTIFICATION AND TRACEABILITY OF PV MODULES

Each PV module used in any solar power Project must have, at a minimum, the following information laminated inside the module:

- i. Made in India (to be subscribed in words)
- ii. Company name/logo
- iii. Model Number (indicating Voltage and rated Wattage of the Module)
- iv. Serial Make
- v. Year of Make

### 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 to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to SECI and MNRE on line and/or through a report on regular basis every month for the entire duration of PPA. All data shall be made available as mentioned above for the entire duration of the PPA.
- c. The SPDs shall provide access to SECI/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. 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
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3/IEC 60850 and Modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online generation data. All data should be accessible through this OPC server for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, weather monitoring station data -temperature, wind speed etc, BESS parameters etc.) to SECI/ MNRE. This time series data (with minimum 1 min resolution) shall be available from the Plant Facilities

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SCADA to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.

Parameter	Units	Description
Time stamp	DD/MM/Y YYY hh:mm:ss	IRIG standard time codes
Active power from SPV Plant	MW	Total SPV Plant power
Active power to/from batteries	MW	Total AC power for all battery PCUs
Total active power	MW	Total system power
RMS AC voltage – phase 1	kV	line-to-ground Voltage at the point of common coupling (PCC)
RMS AC voltage – phase 2	kV	line-to-ground Voltage at the point of common coupling (PCC)
RMS AC voltage – phase 3	kV	line-to-ground Voltage at the point of common coupling (PCC)
Grid frequency	Hz	Grid frequency
Reactive power to/from solar	MVAR	Total solar plant reactive power
Reactive power to/from batteries	MVAR	Total reactive power for all inverters
Total reactive power	MVAR	Reactive power at PCC
Battery State of Charge	%	Stored battery energy as a % of total energy capacity of the BESS

**Note:** The BESS Data acquisition and Control system should have the ability to transfer time series data with appropriate resolution over suitable communication protocol to the Plant SCADA system.

#### **BESS specifications:**

The BESS shall be capable of continuous operation under variable voltage, frequency and phase imbalance conditions at the Point of Common Connection (PCC). Information on available fault current and other characteristics of the Host Utility grid will be provided by the Host Utility. The SPD shall confirm, for each Host Utility site, that this information has been received and understood during the site-specific engineering phase. The provision for a

Battery Energy Storage System (BESS) with the Solar PV Project has been incorporated in the Scheme with the objective of providing peak power requirements up of to 3 hours at rated power in the evening. In addition, it shall support stable and secure operation of the grid that includes Diesel Generators. The system should ensure synchronisation with the grid for smooth operation.

a. Codes and Standards

The BESS must conform to the latest edition of IEC/ equivalent Indian Standards as specified below, as applicable, for selected battery storage technology:

Standard/ (equivalent IS code)	Description
IEC 61427-2/IS 16270	Secondary cells and batteries for renewable energy storage for On-grid applications
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Non-chemistry Specific (applicable to all secondary battery types)
IEC 61508	Functional Safety of Electrical/Electronic/Programmable Electronic Safety-related Systems: Applicable for all Battery Energy Storage Systems
IEC 62619:2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications
IEC 62281/UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)

IEC TS 62933-5-1:2017	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems - General specification
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b. Nameplate Ratings and Requirements

Table below specifies project-specific BESS capabilities and ratings for the Projects.

**Table 1: Supply-Specific Ratings and Requirements for each system**

(ii) Item Description	(iii) Requirement
(iv) Battery Technology	(v) Any battery technology with totally Maintenance Free characteristic suitable for operation in site-specific climatic conditions can be used.
(vi) No of Cycles	(vii) 5000 cycles at rated energy capacity at 25°C and up to C/3 Rate of Discharge at the time of Commissioning and overall 9000 cycles during the Project life i.e. 25 years.
(viii) Power rating*, AC (X), (ix) (x) (xi) Watt-hour (Energy) rating, ac (Y)	(xii) X MW, continuous, where X is the SPV size (xiii) (xiv) 3*X MWh ,dispatchable at X MW net ac output at the beginning of life and not less than 80% of this capacity at any point of time up to End of Battery Life. (xv) The SPD shall replace/augment the batteries to maintain the Energy rating up to the End of Life.
(xvi) System ac-dc-ac efficiency*:	(xvii) 80%
(xviii) Use case requirements	1. Peak Management 2. Voltage Support

(xix) Peak Management	(xx) In the Peak Management Use Case scenario, power generated during the early and midday periods shall be stored in the BESS and released later in the day, during peak demand. To the extent that the total energy dispatched does not exceed the watt-hour rating, the BESS may be further discharged after Solar PV Plant is no more generating.
(xxi) Charge-Discharge Cycles	(xxii) One discharge cycle per day is envisaged overall for all use cases, combined.
(xxiii) VAR compensation /voltage support (VC/VS)	(xxiv) Yes, to supply reactive power support so as to maintain the power factor between 0.95 leading and lagging.
(xxv) Grid Charging	(xxvi) No
(xxvii) <b><i>*To be verified as per the procedure described in Annexure A-1 to this Section for Performance Guarantee Tests.</i></b>	

c. **Battery End of life:** End of battery life is that point in time when the BESS can no longer meet the power and/or energy discharge requirements of this Specification due to age or non-repairable malfunction of the battery subsystem, and/or non-replaceable components. When the system is no longer able to provide these requirements, the system has reached its end of life. Battery End of life shall not be less than 25 years from the date of Commissioning.

Note: The detailed methodology for BESS Characterization and Performance Assessment is provided at Annexure A-1.

d. **BESS Power Conditioning Unit (PCU)** shall comply with the specified edition of the following standards and codes.

Standard	Description
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IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IEC 61727 Ed. 2	Photovoltaic (PV) systems - Characteristics of the utility interface
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

e. The BESS shall include an HVAC or ventilation system designed to maintain battery temperatures at levels acceptable to the Contractor's normal battery warranty conditions, conducive to acceptable battery life, and as required to maintain battery capacity for all seasons/climatic conditions at the site.

f. BESS Commissioning test procedure: The Commissioning tests shall include, as a minimum, the following:

Verification of sensors, metering, and alarms

Verification of all control functions, including automatic, local, and remote control

Verification that the performance criteria in the specification can be met.

Demonstration of all of the intended uses.

Demonstration of protection and Control functions.

g. BESS Warranty

- Warranty shall cover parts warranty including battery nominal capacity ratings in order to meet the End of battery Life condition described in this specification.
- Warranty replacement shall be required for individual unit batteries that degrade in performance to the point at which the BESS cannot meet the requirements specified in this specification up to the End of Battery Life and/or for unit batteries that materially degrade the availability, reliability, safety, or functionality of the BESS.
- The warranty shall guarantee the availability of battery replacements delivered to the site during the battery warranty period.

**SAFE DISPOSAL OF SOLAR PV MODULES AND BATTERY**

The SPD will ensure that all Solar PV modules and Batteries 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.

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## BESS Characterisation and Performance Assessment

### 1. System rating

BESS rating including rated power, energy available at rated power, and the performance of the BESS associated with different performance metrics mentioned herein taken at the beginning of life shall be based on a set of ambient operating conditions specified by the BESS Original Equipment Manufacturer (OEM) for the Project site. The SPD shall also provide an indication of how the performance of the BESS with respect to the metrics is expected to change over time, to account for time and use of the system, and report the same periodically.

An energy capacity test shall be performed at the time of Commissioning, in accordance with procedure mentioned below and is intended to be used to determine the dispatchable energy capacity (throughput) of the BESS at the time of commencement of Operation. In conducting the energy capacity test, the SPD shall provide a detailed and documented charging procedure within the specifications of the BESS. The energy capacity tests conducted on the BESS shall be documented to allow for tracking performance degradation.

#### Measurement

The BESS shall be discharged and charged at rated power between the lower and upper SOC\* limit (as recommended by the OEM for current application). Power during charge and discharge shall be recorded at regular intervals of time documented by the OEM to provide a statistically valid resolution. The associated energy input ( $E_i$ ), including all BESS functional, parasitic and auxiliary consumption and energy output ( $E_o$ ) of the BESS shall be calculated from the recorded power.

*\* SOC recorded, shall be as reported by the Battery Management System.*

The above process shall be repeated multiple times, with minimum rest period between charging and discharging, if so recommended, so as to record data for a specified no. of cycles (n). The reference performance test value for stored energy shall be calculated as the mean of the values of  $E_o$  and  $E_i$  as measured for discharge and charge respectively.

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The procedure shall be repeated (one cycle each) with power levels at 75%, 50%, and 25% of rated power and documented.

Criterion: BESS stored Energy capacity shall be at least total energy dispatchable as specified in the RfS at the time of commissioning. Also during annual verification, the BESS Energy capacity shall not be less than 80% of the rated capacity.

2. Round-trip energy efficiency (RtE,  $\eta$ ) shall be determined as a function of the charge and discharge power and calculated using the following formula:

$$\eta_p = \frac{\sum E_o}{\sum E_i}$$

where,

$\sum E_i$  is the sum of Energy input to the BESS over n cycles

$\sum E_o$  is the sum of Energy output from the BESS over n cycles  $\eta_p$  is the Round Trip Efficiency at charge/discharge Power, P (expressed as a percentage of rated power)

$E_o$  and  $E_i$  shall be determined as per point 1. above.

Criterion:  $\eta_p$ , as determined through the process described above shall be >80% at the time of commissioning.

**Note:** The tests are intended to be carried out on a single day. The value of n shall be at least 3 for 100% rated Power and 1 for 25%, 50% and 75% of rated power as per procedure laid down in this document.

3. BESS Response time: shall be measured as the sum of the following two entities:
  - (i) The time elapsed between the instant when a command to change set point from rest to discharge is sent to the BESS ( $T_0$ ) and the instant when the BESS starts responding to the discharge command signal ( $T_1$ ), the BESS being in active standby state and 50% SOC at  $T_0$  i.e.,  $T_1 - T_0$

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- (ii) Time elapsed in seconds between the instant the BESS output transitions from no discharge i.e. 0% ( $T_1$ ) to discharge and the instant it attains rated power capacity( $T_2$ ) (or from no charge ( $T_1$ ) to charge state and the instant it attains rated charge rate( $T_2$ )) i.e.  $T_2 - T_1$

$$RT = (T_2 - T_1) + (T_1 - T_0) = T_2 - T_0$$

Where  $T_0$ ,  $T_1$  and  $T_2$  are timestamps:

$T_0$ :	Instant when a command to change set point is received at BESS boundary (to be identified in advance);
Data Format:	dd/mm/yyyy hh:mm:ss.00
$T_1$ :	Instant when the BESS starts responding to the Command signal;
Format:	dd/mm/yyyy hh:mm:ss.00
$T_2$ :	Instant when the BESS attains 100% of full discharge rate when discharging or full charge rate;
Format:	dd/mm/yyyy hh:mm:ss.00

## 1. 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 Buying Entity /concerned LDC, 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.

## 2. Documents to be submitted to Buying Entity:

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 SECI if asked by 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, floats, anchoring/ mooring system, Inverters/ PCUs/BESS, Weather Monitoring Stations/ DC Cables and for all major electrical equipment).
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 Transmission Utility/ DISCOM. Connectivity report as per the Appendix - A3.
9. Synchronization Certificate as per prescribed format issued by respective 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.

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12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
13. Relevant document from Buying Entity /LDC acknowledging successful data communication between plant end and Buying Entity /LDC.
14. After the submission of the documents by SPD, SECI shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by SECI, the same have to be submitted by the SPD.
15. Only after all the required documents are verified by SECI, the SPD shall have to submit/ update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or SECI.
16. After the proposed commissioning date along with commissioning order is submitted, the commissioning committee shall visit the site within 07 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 the as-built drawing after the commissioning prior to the COD.
18. SPD shall have to push the required plant related data to SECI designated server in xml/json formats. Additionally, SPD shall also provide the login details/ SCADA login to 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 Buying Entity. In order to facilitate this, SPDs shall inform the Buying Entity /concerned LDC 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**.
22. SPD shall demonstrate the proposed BESS application of Ramp Rate support and Peak Management.
23. SPD shall demonstrate the BESS integration to the DG grid and perform operations to meet any load variation with Ramp rate support upto rated power rating.

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. 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 Buying Entity.

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**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.	Type and Number of Floats	
IV.	Type and Number of Anchoring and Mooring System	
V.	Angle from horizontal at which array is installed	
VI.	Number of modules installed of each type	
VII.	Source(s) of the cells installed of each type	
VIII.	Source(s) of the Modules installed of each type	
IX.	Number of PCUs/ Inverters installed	
X.	Source of the PCUs/ Inverters (Name of supplier with address)	
XI.	Rating of PCUs/ Inverters	
XII.	Date of Installation of Full Capacity (as per Capacity proposed to be Commissioned)	
	PV Arrays	
	PCUs/ Inverters	
	Transformers	
XIII.	BESS: Storage Technology	
	BESS Ratings (Power and Energy with C-rates) and No. of Battery Module Packs	
	BESS: PCU (Nos. and Ratings)	

	OEM Recommended DoD	
	Unit Battery Technical Specifications: Nominal Voltage: Cut-off Voltage:	
	Battery Cycle Life (at OEM Recommended DoD)	
	Operating Temperatures	



**Appendix – A1-3**

**Full Commissioning Certificate of Solar PV Power Project**

**(To be issued by the State Nodal Agency)**

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 with BESS 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) Synchronization Certificate

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**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 Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

**Annexure - C**

**LIST OF BANKS**

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>3. FOREIGN BANKS</b>
<b>SBI AND ASSOCIATES</b>	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
<b>NATIONALISED BANKS</b>	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	<b>4. SCHEDULED PRIVATE BANKS</b>

<b>2. OTHER PUBLIC SECTOR BANKS</b>	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
<b>3. FOREIGN BANKS</b>	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 Corp. 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	

**Annexure - D**

**Check List for Financial Closure**

**(To be signed by the Authorized signatory of the SPD)**

**(RfS No. \_\_\_\_\_ dated \_\_\_\_\_)**

**Last Date for submission of documents related to Financial Closure – \_\_\_\_\_**  
**(12 months from Effective Date of PPA)**

Project Company Name \_\_\_\_\_

Project ID:- \_\_\_\_\_

LOA No. - \_\_\_\_\_ Dtd. - \_\_\_\_\_

Effective Date of PPA - \_\_\_\_\_

Scheduled Commissioning Date: - \_\_\_\_\_

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

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

**Note:-**

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- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**
- (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to SECI as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

**2.0** Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plant and Equipment (to be enclosed as **Annexure-III**)

**3.0 Technical Parameters of the Project (Section-IV, Cl. B of the RfS)**

**3.0.1** 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**)

**3.0.2** Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

**4.0 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 10<sup>th</sup> day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

**5.0** The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

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## **Annexure – E**

# **SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION**

## **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 decided to use the portal <https://www.bharat-electronictender.com> through ISN-ETS , a Government of India Undertaking. 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-ReverseAuction'

### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. 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.

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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 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 II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### Registration

To use the 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 / ETS Helpdesk (as given below), to get your registration accepted/activated

### Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from ETS 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 Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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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 / ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241071, 26241072 Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	ets_support@ISN-ETS -india.com [Please mark CC: <a href="mailto:support@electrontender.com">support@electrontender.com</a> ]

### Some Bidding Related Information for this Tender (Sealed Bid)

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

- ☐ Submission of Bid-Parts
  - Envelope I (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. 24.a, Section-II, ITB of RfS 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 bidencryption 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**

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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 PassPhrase 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.*

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### **ADDITIONAL DO'S AND DON'TS FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION**

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the eReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

### **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)

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## **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.

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- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
- f) LOI shall be placed outside the ISN-ETS e-portal & further processing of the LOI shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:

<https://www.bharat-electronictender.com>

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

## BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 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:

Sl. 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	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a	Yes
	'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	



3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
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 project 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.