

# SOLAR ENERGY CORPORATION OF INDIA LIMITED NEW DELHI-110017

# Expression of Interest for identification and empanelment of agencies for development of Electric / Transformative Mobility Space

Ref: SECI/SD/EOI/20-21 Date: 07.10.2020

#### 1. Introduction:

- i. Solar Energy Corporation of India Limited (SECI) (100% owned by the Government of India (GoI), a CPSU under the aegis of Ministry of New and Renewable Energy (MNRE), is working with a mission to build a 'Green India', to help achieve energy security and to decarbonize the economy through increased production and usage of Renewable Energy (RE). SECI is the implementing agency for many of the GOI Schemes for promotion of Solar and Wind Energy where SECI acts as a demand aggregator & intermediary procurer of Solar and Wind power for procurement and supply of RE power on back to back basis. Accordingly, SECI has floated tenders from time to time, has awarded 31000 MW capacity of solar & wind and has signed Power Sale Agreements (PSAs) with various Distribution Companies (DISCOMs).
- ii. One of the objectives of SECI includes promotion of new technology and development of demonstration projects that reduces carbon emission. Accordingly, SECI intends to foray into the electric / transformative mobility space for contributing towards the national target of raising the share of the electric vehicle in total no. of vehicles to 30% by 2030 along with associated infrastructure. SECI has also been working effectively for decarbonisation (i.e. reducing dependence on fossil fuel like diesel, kerosene oil) by way of RE sources. Having uniquely positioned in the Renewable Energy space, SECI



intends to enable greening of transportation through powering / complementing with RE and through further development of the electric / transformative mobility ecosystem.

iii. Accordingly, SECI intends to empanel agencies for the identification and implementation of business opportunities in the electric / transformative mobility space in line with the national target of raising the share of Electric Vehicles (EVs) to 30 % of total no. of vehicles by 2030 along with associated infrastructure.

### 2. Objective:

SECI thus invites this Expression of Interest from Agencies preferably having proven track record / prior experience in electric / transformative mobility and/ or in new / innovative technology development / scale up. Unless extended, Empanelment shall be for a period of three (3) years which shall be subject to regular reviews / modifications.

#### 3. Scope:

- i) This EOI is for empanelment of agencies (around 3-5 nos.) for the identification and implementation of business opportunities in the electric / transformative mobility space. Empanelment of agencies shall be as per the evaluation matrix provided under Clause 5 below.
- ii) It is envisaged that such business opportunities could be existing in demand creation, demand aggregation, setting up charging infrastructure, introduction of new and innovative products, market development, capacity building etc.
- iii) Unless extended, Empanelment shall be for a period of three (3) years which shall be subject to regular reviews / modifications



- iv) Empanelled agencies (EAs) would be required to identify the business opportunities in the electricity / transformative mobility and would regularly provide updates in this regard to SECI. It is envisaged that EAs and SECI would conduct regular monthly (or any other interval) meeting for the fulfilment of the ultimate objective of the development of Electric / Transformative Mobility ecosystem.
- v) Business Opportunities identified by the Empanelled Agencies (EAs) will be evaluated by SECI and if found suitable SECI would endeavour to facilitate further implementation of such selected opportunities on mutually beneficial terms and conditions for which a binding agreement may be executed by SECI with EA detailing various terms and conditions.

#### 4. Miscellaneous Provisions

- i) Charges & Cost: Unless otherwise agreed, all charges and cost shall be borne by the EAs in identification and implementation of the Business Opportunities. Till the signing of binding agreement as envisaged under Clause 3 (v), under no circumstances, SECI shall be liable for any cost and charges whatsoever for the activities under taken by the EAs.
- ii) Compliance with Applicable Laws / Regulations / Guidelines: EAs shall comply with all applicable laws, regulations and guidelines.
- iii) Indemnity: EA shall indemnify, defend and hold SECI harmless against any claims, losses, damages, cost, expenses, penalty, fines arising out of any of act, omission, breach, actions and deeds of the EA.
- iv) Confidentiality: The Parties undertake to hold in confidence information / data / documents exchanged during course of empanelment (and subsequently) and not to



disclose the terms and conditions of the transaction contemplated hereby to third parties without the prior written consent of the other Party, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law
- v) **Non-exclusive and Non-Binding**: Unless agreed between EA and SECI through legally binding case / project specific agreement, Parties agree that this empanelment is non-exclusive and legally non-binding upon either Party.
- officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process and further during period of empanelment (if any). The Authority may reject any Application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent engaged in misrepresentation, intellectual property (IP) right violation, corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. In such case, SECI will withdraw the empanelment of such agency immediately and further SECI reserves right to debar such agency from participation in any of SECI's tender and EOI for a further period of two (2) years from the date of such debarment.
- vii) **Dispute Resolution**: In case of any dispute or difference arising between the Parties arising out of or in relation to this EOI / Empanelment, the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In case the Parties are not able to resolve the dispute within Ninety (90) days after the notice of



dispute is given by either Parties, such dispute or difference shall be referred to the Managing Director, SECI and decision(s) of MD (SECI) (or person nominated by MD, SECI) shall be final and binding on both Parties.

viii) Applicable Laws and Jurisdiction: The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Empanelment Process.

#### 5. Evaluation Matrix:

Applicants should have a positive net-worth as on 31.03.2020 or 31.03.2019 (as per the latest available audited Accounts). To establish this fact, the bidder needs to submit a copy of Net-Worth certificate duly certified by CA along with the Audited Annual Accounts of the Year on the basis of which eligibility is being claimed.

Subject to meeting the above criteria, Responses / applications received against this EOI shall be evaluated by the SECI as per the following evaluation matrix. Based on the marks obtained by all the Applicants, top 3-5 applicants shall be issued Letter of Empanelment which shall be valid for three (3) years unless withdrawn / concluded / extended.

S. No.	Category	Applicable Weightage (%)	Remarks
1.	<ul> <li>General &amp; Financial Parameters</li> <li>Registration Details</li> <li>Operational Office in India</li> <li>Manpower Strength / Quality (educational qualification)</li> <li>Quality Certification like ISO etc.</li> <li>Net worth /Liquidity / turnover</li> </ul>	Necessary to have positive Net worth	<ul> <li>Registration Certificate, MOA &amp; AOA (highlighting provisions</li> <li>Documentary proof for the operational office</li> <li>Brief profile of Organization and Organizational chart</li> <li>CV of manpower (degree of qualifications PhD, Masters, Bachelor etc.)</li> <li>Quality Certificate (like ISO etc.)</li> <li>CA certificate for Net Worth</li> </ul>



			• Authorization / Board Resolution (as applicable) for the signatory to this application
2.	Operational Experience- Electric Mobility / Transformative Mobility  • Year of Operations  • Projects undertaken	No. of Marks Projects Upto 5 10 >5 to 10 20 >10 30	<ul> <li>Brief of Operations in Electric Mobility / Transformative Mobility</li> <li>List of Executed / Under execution Projects</li> <li>Project Completion Certificates / Work Orders / MOUs/ Agreements or any other documents</li> </ul>
3.	<ul> <li>Proposed Technology</li> <li>Operational History</li> <li>Suitability for Indian Context</li> <li>Commercial Viability</li> <li>Scalability &amp; Reliability</li> <li>Requirements &amp; Cost involved during O &amp; M / after sales / delivery phase</li> </ul>	30	• Brief Note • Presentation before SECI
4.	Business Model / Plan  Approach & Methodology  Resource Requirements  Implementation Timeline  Requirements of stakeholders engagement  Financial Implication  Funding Arrangement  Sources of Revenue & Expenditure  Profitability & sharing  SECI's assistance	40	Brief Note     Presentation before SECI

The interested parties are required to submit duly signed documents (as per requirements mentioned above) along with applications for further evaluation by SECI.



#### 6. Submission of EOI

- A. Interested parties are required to submit information, complete in all respects, in the enclosed format (Refer *Annexure-A*) along with all documents as per Clause 5 above.
- B. An e-consultation meeting with all prospective participants is scheduled on 06.11.2020 at SECI's Office / online platform.
- C. Based on interest received, all interested parties shall be required to make a comprehensive presentation (around of 20 minutes) through video-conferencing for its evaluation.
- D. Response to this EOI is to be submitted by 07.12.2020 through email to <a href="mailto:solar@seci.co.in">solar@seci.co.in</a> & <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a> with subject of email being <a href="mailto:Expression of Interest for identification and empanelment of agencies for development of Electric / <a href="mailto:Transformative Mobility Space">Transformative Mobility Space</a>. Further, for any further clarifications

The Additional General Manager (Schemes) / General Manager (C & P)
Solar Energy Corporation of India Limited,

1st Floor, A-Wing, D-3, District Centre, Saket, New Delhi-110017
Ph. No.: 011-71989222 /256

Email ID: ajay.k.sinha@seci.co.in / sanjaysharma@seci.co.in

#### Disclaimer:

### **Prospective Participant acknowledges and agrees that:**

- 1 Solar Energy Corporation of India (SECI) has issued this Expression of Interest (EOI) with the best intention to explore the market and is under no compulsions to enter into definitive contractual agreements. This EOI does not guarantee conversion of this EOI into any definitive contractual agreements.
- 2 It is also agreed that SECI in its sole discretion without any liability and/or explanation / clarification, may reject any and all proposals made by the



Participants, may change the conditions relating to the EOI or cancel this EOI at any time and for any reason.

3 Prospective Participants acknowledge and agree that response to the EOI is purely voluntary action on their part and for any expenditure on this account by them, SECI will have no obligation or liability in the event of cancellation of EOI.

Note: Prospective participants are requested to keep themselves updated with the website <a href="www.seci.co.in">www.seci.co.in</a> on regular basis for any addition / deletion / modification / clarification or notification in respect of this EOI. No separate notification will be issued in any other media.



Annexure – A

## Information to be submitted by the participants:

## 1. Details of the Participants:

Sl. No.	Parameters	Details
i.	Name of the Company / / Entity	
ii.	Country of Incorporation	
iii.	Address of Registered Office	
iv.	Line of Business (as per incorporation documents)	
v.	Details of Authorized Signatory / Point of Communications	<ul><li>a) Name</li><li>b) Designation</li><li>c) Contact No.</li><li>d) Email.</li></ul>
vi.	Has the Applicant is barred by the [Central/State] Government, or any entity controlled by it, from participating in any project	
vii.	Any other details/ suggestions /	

<sup>2</sup> Any reservations / suggestions on the EOI or suggestions on any aspect of the EOI.

3. List of documents enclosed as per Clause 5 above (Duly signed documents as per
Clause 5 above to be attached along with this Application.

Sign	nature:
	Name:
Desig	gnation:

(Authorised Signatory)