



Request for Selection (RfS) Document for Selection and Empanelment of Solar Power Developers for Setting up of Grid-Connected Rooftop Solar PV Projects on Government buildings under RESCO mode through Tariff-Based Competitive Bidding

RfS No. SECI/C&P/IPP/14/0005/22-23 dated: 23.09.2022

Tender Search Code on ISN-ETS: SECI-2022-TN000023

*Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023
Tel: 011 - 24666200, e-mail : contracts@seci.co.in*

DISCLAIMER

- I. 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 by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
- III. This RfS document has been prepared in good faith, and on best endeavour basis. 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.
- IV. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 23.09.2022

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection and empanelment of Project Developers for setting up of Grid-Connected Rooftop Solar PV Projects on Government Buildings under RESCO mode.					
(B)	RfS NO. & DATE	RfS No. SECI/C&P/IPP/14/0005/22-23 Dated 23.09.2022					
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td><input type="text"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>	
SINGLE BID SYSTEM	<input type="text"/>						
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(D)	TYPE OF RfS/ TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>MANUAL</td> <td><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>	
E-TENDER	<input type="text" value="Yes"/>						
MANUAL	<input type="text"/>						
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document					
(F)	BID PROCESSING FEE	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: INR 6,000/- (Indian Rupees Six Thousand Only) 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)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: INR 9,00,000 /- (Indian Rupees Nine Lakhs) per MW to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS</p>
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						

(H)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Scheduled as per NIT on ISN-ETS portal and/or SECI website.	
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal	
(K)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal	
(L)	e-REVERSE AUCTION (e-RA)	Not Applicable	
(M)	CONTACT DETAILS OF ISN-ETS PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. 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. Holidays) Email: support@isn-ets.com	
(N)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Sh. Ajay Kumar Sinha Addl. General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 Contact No.: 011 24666220 Email: contracts@seci.co.in	
(O)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Sr. Manager (C&P) Ph: 011-24666237 pratikpr@seci.co.in 2) Sh. Biblesh Meena Manager (C&P) Ph: 011-24666270 biblesh@seci.co.in 3) Sh. Swapnil Gandhi	

		Senior Engineer (C&P) Ph: 011-24666359 swapnil.gandhi@seci.co.in
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- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 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) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and www.seci.co.in. 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 and the details only will be available from <https://www.bharat-electronictender.com>

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 One of the targets enshrined by the Government under the “Panchamrit” announced by Hon’ble Prime Minister at the COP 26 summit in Glasgow, is meeting 50% of total energy requirements from renewable energy by 2030. Accordingly, several Government organizations, Ministries and other institutions have taken necessary steps to install Grid-Connected Rooftop Solar PV Projects at their premises/buildings, to increase electricity consumption through renewable energy. As part of these initiatives, SECI has been approached by these organizations to carry out the bidding and selection of Project developers through a competitive bidding process, to set up Projects under RESCO mode. In line with the above, SECI, on behalf of such as Ministry of Home Affairs (MHA), hereby invites proposals for setting up of around 50 MW Grid-Connected Rooftop Solar PV (RTSPV) Projects on Build Own Operate (BOO) basis, on the buildings owned by various Central Armed Police Forces (CAPF) under MHA. Additionally, through this tender, SECI also invites proposals for empanelment of Project Developers for setting up of RTSPV Projects for other institutions/Government organizations at the tariffs discovered under this tender.
- 1.3 SECI shall be the bidding and empaneling agency for selection and empanelment of Project Developers for setting up of RTSPV Projects on various buildings under MHA and other organizations. Details regarding the empanelment process are contained in Section-8 of the RfS.
- 1.4 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. 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.
- 1.5 No separate Central Financial assistance is envisaged for implementation of the projects selected under this RfS.

2 Invitation for Bids

- 2.1 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 competitive bidding procedures as per the provisions of Sections 2 and 3 of the RfS.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS 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 ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited 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 the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit its proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) (if applicable) 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 authorized representatives of bidders who wish to be present online. Bid proposals received without the Bid Processing Fees and/or Earnest Money Deposit (EMD) (as applicable) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from SECI’s website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-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 website. The Bidder should regularly check for any

Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

- 2.5 SECI reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.6 INTERPRETATIONS

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 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.
- 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 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the Solar Power Developer (SPD) shall be required to set up Grid-Connected Rooftop Solar PV (RTSPV) Projects, with the primary objective of supplying solar power to MHA/other Government Organizations, as per the provisions of the RfS and draft standard Power Purchase Agreement (PPA).
- 3.2 The Projects shall be set up under the RESCO Mode, as defined by MNRE. The scope of work of the SPD, inter alia, includes obtaining No Objection Certificate (NOC) from the Distribution Company (DISCOM) for grid connectivity, complete design, engineering, supply, storage, civil work, erection, testing & commissioning of the RTSPV Project including Operation and Maintenance (O&M) of the project for the term of the PPA. The O&M of the Project may include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors/ Power Conditioning Unit (PCU), spares, consumables & other parts for the PPA term.
- 3.3 Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the respective State Regulators (SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. The respective Government organizations (“**Client organizations**”) could facilitate connectivity and necessary approvals, however, the entire responsibility lies with the SPD only.
- 3.4 The SPD shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 3.5 The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.

4 *Total capacity offered*

- 4.1 The estimated cumulative Project capacity envisaged for MHA buildings is around 50 MW. The tentative list of Buildings (Zone-wise) under MHA has been annexed at Annexure-C. The final capacity to be installed will be determined at the time of signing of PPA between the SPD and MHA. However, the Successful Bidders shall also be empaneled by SECI for Client Organizations other than MHA, thereby increasing the total capacity being set up under this process. Capacity allocation under empanelment is detailed out in Section-8 of the RfS.

5 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

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

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of **1 MW** and

a maximum quantum of **10 MW** with each project size being in between **100 kW** to **500 kW only**.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 5.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **10 MW**.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 *Project Location*

- 6.1 The Projects shall be located at the locations (States and UTs divided into Zones) chosen by the Bidder at its own discretion of and cost, risk and responsibility. Zone wise list of states along with maximum capacity to be allocated under each zone is mentioned below.

Name of State(s)/UTs	Zone	Maximum Capacity (MW) to be allocated under Each Zone
Gujarat, Karnataka, Rajasthan, Tamil Nadu	Zone-I	5.7
Andhra Pradesh, Maharashtra, Puducherry, Telangana, Dadra & Nagar Haveli and Daman & Diu, Madhya Pradesh	Zone-II	8.3
Bihar, Chandigarh, Chhattisgarh, Delhi, Goa, Haryana, Jharkhand, Kerala, Odisha, Punjab, Uttar Pradesh, West Bengal	Zone-III	23.4
Lakshadweep, Uttarakhand, Andaman & Nicobar Islands, Arunachal Pradesh, Assam, Himachal Pradesh, Jammu & Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura.	Zone-IV	12.6

To facilitate the Bidders, an indicative list of possible rooftops has been enclosed as Annexure-C. Successful bidders will be required to visit the respective sites and assess the feasibility of space including installation capacity in consultation with respective site in charge/ rooftop owner. However, the entire responsibility of identifying the roofs will be of the Successful Bidder. **SECI shall not bear any responsibility in this regard.**

6.2 Project Configuration:

The term “Project” shall have the meaning as defined in Section 6 of the RfS. A single Project shall refer to one or multiple Grid-connected RTSPV systems installed on a single/group of buildings, connected to the grid through a single or multiple meters. PPA will be signed for each Project separately. Configuration of a Project is under scope of

the SPD, subject to the condition that the minimum Project size shall be 100 kW. Configuration of each project shall be decided mutually between MHA/Govt. Client and Successful bidders/SPD.

7 *Connectivity with the Grid*

- 7.1 The Project should be designed for interconnection with the grid in accordance with prevailing CERC/SERC/DISCOM regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA), and any other regulations of the concerned DISCOM where the Project is located. Minimum voltage level for interconnection with the grid shall be as determined by the respective DISCOM.
- 7.2 The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its risk and cost.
- 7.3 Metering arrangement of each Project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.
- 7.4 Note: The SPD shall apply for Net-metering approval with the respective DISCOM within 90 days of signing of PPA, failing which, the PPA will be liable to be terminated by the Client Organization, along with encashment of PBG for the respective Project.

8 *Energy Supply by the Solar Power Developer*

8.1 Criteria for Energy Supply

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after 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 **15%** for Projects to be set up in Zone-I, Zone-II, and Zone-III, and **13.5%** for Projects to be set up in Zone-IV. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the required CUF. The SPD shall maintain generation so as to achieve annual energy supply corresponding to CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15/13.5% (as applicable), and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA term. The lower limit will, however, be relaxable to the

extent of non-availability of grid, during solar generation hours, 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. Relaxation to the non-availability of grid beyond the control of SPD need to be certified by MHA/Govt. Client. Further, duly signed hindrance register shall be maintained during the time of execution and O&M.

8.2 **Shortfall in Energy Supply**

Subsequent to Project commissioning, If for any Contract Year, expect for the first year after Project commissioning, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, the SPD shall be levied liquidated damages @50% of the PPA tariff for the shortfall in energy terms, in accordance with terms of the PPA. This compensation shall be applied to the amount of shortfall in energy supply during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of power by SPD.

9 ***Commissioning of Projects***

Commissioning of the Project shall be carried out by the SPD in line with the procedure as per the PPA document. The Client Organization may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the DISCOM/Client Organization after successful Project commissioning. SECI authorized representative may also be allowed for the inspection/ commissioning if required.

9.1 **Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning**

- a. For Projects located in Zones 1, 2 & 3, the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **09 months** from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2022, then SCD shall be 07.07.2023). For Projects located in Zone-IV, the SCD shall be the date as on **12 months** from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 07.10.2022, then SCD shall be 07.10.2023).
- 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 07.07.2023, then the above deadline for Project commissioning shall be 07.01.2024).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.1.b above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 2 MW capacity, if

commissioning of 1 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (1/2) X (18/180). For the purpose of calculations of the liquidated damages, ‘month’ shall be considered consisting of 30 days.

- d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.1.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated.

10 Operation & Maintenance (O&M) Guidelines to be mandatorily followed by the SPD

10.1 The SPD shall be responsible for all the required activities for successful O&M of the Rooftop Solar PV system for the PPA term from the date of commissioning of the Project.

10.2 Following guidelines shall be followed in this regard. In addition, O & M practices shall be strictly followed.

- i. O&M of the Project shall be compliant with grid requirements to achieve committed energy generation.
- ii. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
- iii. Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the SPD to get the modules cleaned during O&M Period.
- iv. A “hindrance register” shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA, recording
- v. Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance.
- vi. Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.
- vii. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipments and materials as per manufacturer's / supplier's recommendations.
- viii. All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the SPD. The testing equipments must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- ix. If negligence/ mal-operation on part of the SPD's operator results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
- x. Co-ordination with Owner / DISCOM / CEIG as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD's side shall take a joint meter reading in the presence of rooftop owner on a monthly basis.

- xi. Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
 - xii. For any issues related to operation & maintenance, a toll-free number shall be made available to the rooftop owner to resolve the same within 72 hours.
 - xiii. If any jobs covered in O&M Scope as per RfS are not carried out by the SPD during the O&M period, the Client Organization shall take appropriate action as deemed fit. SECI reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the SPD. Failure to adhere to above guidelines may result in penal action including debarring from participation in next tender.
 - xiv. It is up to SPD and MHA Client to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period.
- 10.3 **O&M PBG:** Prior to release of the PBG upon successful commissioning of the Project, the SPD shall submit O&M Performance Bank Guarantee (PBG) for the same value as per Clause 16 of the RfS, valid upto 3 years from COD. This PBG shall also be issued in the name of the Client Organization, and the Client Organization reserves the right to encash this PBG upto the amount as per his choosing, in case of any lapses discovered during the O&M period which may be ascribed to the SPD. SECI shall not have any role in this regard.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

11 *Obtaining RfS Documents*

Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure – B of the RfS). 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. The Bidding documents are available free of cost.

12 *Bid 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 Bidder 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 Bid Processing Fees 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 under the “Financials” Tab.

In case a Bidder chooses to deduct TDS while making the payments against Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

Bids submitted without Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (as applicable) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhaar only are exempted from submission of Bid Processing Fee and EMD.

13 *Project Scope & Technology Selection*

Refer Clause 3 of the RfS.

14 *Not Used*

15 *Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)*

- 15.1 Earnest Money Deposit (EMD) of **INR 9,00,000 / MW** (Indian Rupees Nine Lakhs per MW) in the form of Bank Guarantee according to Format 7.3A and valid for 12 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.

- 15.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank 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. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 15.3 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.

- 15.4 The Bank Guarantee (BG) or amendment to be submitted against EMD shall be effective 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.

15.5 **Forfeiture of EMD:**

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

- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, the Client Organization offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the Bidder as part of response to RfS are misleading or misrepresented in any way;
- d. If the Bidder fails to furnish required PBG in accordance with Clause 16 of the RfS.

- 15.6 **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This

instrument would have to be furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 15.1 above, for the amount and validity period as per those Clause 15.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

16 Performance Bank Guarantee (PBG)

16.1 Bidders selected by SECI based on this RfS shall submit to the Client Organization, a Performance Guarantee for a value @ **INR 13,50,000/MW/Project (Indian Rupees Thirteen Lakhs and Fifty Thousand per MW per Project)** prior to signing of PPA. It may be noted that Successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period upto (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project.

16.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project. The PBGs will be issued in favour of the Client Organization/authorized agency, whose details will be provided to the SPD prior to issuance of the PBG.

Note: The PBGs are required to be submitted in the name of the 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.

16.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 32.4 of the RfS.

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

16.5 The selected Bidder for the Project selected based on this RfS is required to sign PPA with the Client Organization within the timeline as stipulated in Clause 18 of the RfS. In case, the Client Organization offers to execute the PPA with the Selected Bidder and if the Selected Bidder 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 from the Bank Guarantee/POI available with SECI (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.

- 16.6 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.
- 16.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs.
- 16.8 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI.

The PBG of SPDs shall be returned to them, after successful commissioning of their projects as per Terms of PPA and after successful receipt and verification of the PBG for O&M, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 of the RfS.

17 Service Charges

- 17.1 The Selected Bidder shall pay Service Charge @ Rs. 1350/kW (Rupees One Thousand Three Hundred and Fifty per kW) + applicable taxes to SECI towards administrative overheads, coordination with Government Authorities and others, pre-commissioning and commissioning expense, as applicable.
- 17.2 The Service Charges will be calculated on the total Project capacity for which PPAs are signed by the SPD. These charges will be payable in two installments as follows:

(i) 50% to be paid within 30 days of issuance of LoAs by SECI, and (ii) Remaining 50% to be paid to SECI prior to signing of PPA. In case of any reduction/addition in the total Project capacity for which PPAs are executed, the second installment of 50% will be adjusted suitably. Both the installments of Service Charges paid to SECI are non-refundable.

- 17.3 Illustration 1: Assuming that a Bidder is issued LoAs for a total quoted capacity of 5 MW. The Service charge amount corresponding to the awarded capacity is Rs. 67.5 Lakhs + GST. Thus, the Bidder will pay Rs. 33.75 Lakh + GST to SECI within 30 days of issuance of LoAs. Now, assuming that based on site assessment and discussions with the Client Organization, the final capacity for which PPAs are to be signed gets modified to 4 MW. Thus, the second installment of Service Charge gets modified to Rs. 20.25 Lakhs + GST (Total Service Charges = Rs. 13.5 lakh x 4 = Rs. 54 lakh + GST, out of which, Rs. 33.75 lakh + GST have been deposited in the 1st installment). The second installment will similarly get enhanced in case of any capacity enhancement prior to signing of PPA.

Illustration 2: Assuming that a Bidder is issued LoAs for a total quoted capacity of 5 MW. The Service charge amount corresponding to the awarded capacity is Rs. 67.5 Lakhs + GST. Thus, the Bidder will pay Rs. 33.75 Lakh + GST to SECI within 30 days of issuance of LoAs. Now, assuming that based on site assessment and discussions with the Client Organization, the final capacity for which PPAs are to be signed gets modified to 2.4 MW. In such case the total service charges for 2.4MW is Rs. 32.4 lakhs

+ GST (Rs. 13.5 lakh x 2.4 = Rs. 32.4 lakh + GST), against that, Rs. 33.75 lakh +GST have been already deposited in the 1st installment. Thus, the second installment of Service Charge gets modified to Rs. Zero, and there will be no refund of service charge to bidders in such cases.

- 17.4 Service Charges are to be paid by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS. In case of the first installment, any delay in depositing the said amount to SECI beyond 30 days of LoAs shall attract late payment charges @ 18% per annum+18% GST, levied on per day basis, on the amount corresponding to the 1st installment (i.e. 50% of Service Charges), until (and including) the date of payment of the said amount, which shall not be later than 210 days after issuance of LoA. In case of delay in submission of the 1st installment beyond 210 days after issuance of LoA, the awarded capacity shall stand cancelled and BG against EMD will be encashed by SECI.
- 17.5 The 2nd installment shall be paid prior to signing of PPA, and the PPA shall be signed only after deposit of the second installment to SECI.

18 Power Purchase Agreement (PPA)

- 18.1 The Client Organization shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this RfS. A copy of standard PPA to be executed between the two parties is available on the ISN-ETS Portal and also on SECI's website. The PPA shall be signed within 210 days from the date of issue of Letter of Award (LoA), if not extended by SECI/Client Organization. *(for e.g. If the LoA is dated 07-09-2022, then the last date of signing of PPA shall be 05-04-2023)*. Subsequent extension in this timeline shall be finalized as mutually agreed by the Client Organization and the SPD. PPA will be executed between Client Organization and selected bidder, or its SPV, separately for each Project. The PPA shall be valid for a period of 25 years from date of commissioning of the Project.

Bidder has to make the complete and careful examinations of feasibility of GCRT plant/capacity estimation as per the load study of buildings and respective regulation of net metering before signing of PPA with client.

- 18.2 **Capacity identification and confirmation:** subsequent to issuance of LoAs by SECI, for the first 30 days, only the L1 bidder(s) from each zone will be allowed to carry out site visits and due diligence of the buildings offered by the Client Organization, and assess the Project sizing and estimated capacity installation under the cumulative capacity awarded for each Zone. Within this period, the individual Project size to be set up on each building and the cumulative Project capacity for which PPAs are to be signed, will be finalized by both parties.

Only after the aforementioned period of 30 days is over, Successful bidders other than L1 will be required to carry out site visits and due diligence of the buildings offered by the Client Organization, and assess the Project sizing and estimated capacity installation under the cumulative capacity awarded for each Zone. Within this period, the individual Project size to be set up on each building and the cumulative Project capacity for which PPAs are to be signed, will be finalized by both parties.

Capacity transfers: The transfer of awarded project capacity between Zone-1, 2 and 3 is allowed within 210 days of issuance of LoA or prior to effective of PPA, whichever is earlier. However, transfers from Zone-IV to other Zones or vice versa are not permitted. Thus, capacity transfers will be restricted among Zones-I, II and III only. In this regard, the tariff applicable on the transferred capacity will be the lower of the two tariffs discovered for the respective Zones involved in this transfer.

Successful bidders will have to submit the required documents as mentioned down under w.r.t transfer of capacities to SECI within 180 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

The Successful bidder has to submit original of following documents to SECI within 180 days from date of issuance of Letter of Award.

- i. Request letter from SPD for capacity transfer
- ii. Consent Letter from MHA/Govt. Client or signed copy of PPA

Following is the illustration for transfer of capacity: for i.e. in case the tariff discovered for Zone-I is Rs. 4.5/kWh, and the same for Zone-II is Rs. 4/kWh, and assuming a bidder has been awarded a total capacity of 5 MWp vide letter of award issued upon on 01.01.2023 under Zone 1. In case SPD wish to transfer 2 MW out of the 5 MW capacity from Zone-I to Zone-II, in such case, Successful bidder has to submit above mentioned documents to SECI latest by 30.06.2023. The tariff for the transferred capacity will be modified to Rs. 4/kWh, while the tariff for the 3 MW capacity in Zone-I will remain unchanged at Rs. 4.5/kWh. The above capacity transfer will be confirmed by SECI through issuance of transfer letters intimating the revised configuration of cumulative capacity awarded and revised tariffs, as applicable.

18.3 **Limits on capacity modification:**

- a. For Zones 1, 2 and 3, reduction in the total awarded capacity to a single Bidder is allowed up to 80% of the allocated capacity in a single Zone (i.e. an awarded capacity of 4 MW in Zone 1, for example, may be reduced upto 0.8 MW), based on the actual site assessment and project feasibility determined by the Successful Bidder. In case of Zone-IV, the above reduction is allowed up to 90% of the awarded capacity (i.e. a 4 MW capacity awarded under Zone-IV is allowed to be reduced upto 0.4 MW). It is however not permitted to reduce or transfer any capacity after signing of PPA.
- b. The above reduction includes capacity transfer between Zones. Such reduction in capacity will be generally accepted by SECI, without any encashment of EMD. In specific cases, if MHA or the concerned authority under it objects to any capacity reduction, SECI shall review such requests, and such capacity reduction will be allowed only after approval from SECI and MHA.
- c. It may be noted that reduction in capacity more than the limits as stipulated above, will result in encashment of EMD for the corresponding capacity being surrendered beyond the reduction allowed as per the above limits.

- d. Capacity enhancement is also allowed, up to 25% of the total capacity awarded under the tender (i.e. combining capacity enhancement in all the 4 Zones), with submission of additional Service Charges and revised PBG amount as calculated. Such capacity enhancement will require consent from the concerned authority under the MHA, as brought out at Clause 18.2 above.
 - e. All such modifications in the awarded capacity, and signing of PPAs are required to be concluded within 210 days from issuance of LoAs, unless extended by the Client Organization.
- 18.4 The PPAs shall be valid for a period of 25 years from the date of Project Commissioning, i.e. the Commercial Operation Date, or **COD** of the Project. Any extension of the PPA term beyond this shall be carried out through mutual agreement between the SPD and the Client Organization.
- 18.5 The Performance Bank Guarantee as per Clause 16 above and Service Charges as per Clause 17 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false/ misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- SECI will issue necessary go-ahead for signing of PPA, upon verification of compliance of pre-requisites by the SPD as brought out above. The PBG will be required to be submitted directly to the Client Organization, and scanned copy of the issued PBG will be submitted to SECI for verification.
- 18.6 SECI shall facilitate the PPA signing process and will bear no responsibility whatsoever on account of non-availability of indicated buildings and/or non-execution of PPA for any particular building.

19 Integrity Pact

In respect of this project, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the Developer, as per Format 7.11. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

- a) Dr. Varesh Sinha, IAS (Retd.), E Mail Id: vareshsinha@gmail.com
- b) Shri Bimal Julka, IAS (Retd.), E Mail Id: bimaljulka1955@gmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,

6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

Kind Attn.: AGM (C& P)

Telephone No.: - 0091-(0)11-71989220

Fax No.: - 0091-(0)11-71989243

E-mail: - contracts@seci.co.in

The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments.

20 Minimum Paid Up Share Capital to be Held by Project Promoter

- 20.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.
- 20.2 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:

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
- iv. Transfer of shares within the members of Immediate Promoter Group only.
- v. Transfer of shares to IEPF.
- vi. Issue of Bonus Shares.

- 20.3 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. In the event the selected 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 01 (one) year after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 20.4 In case of the selected 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 01 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 20.5 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 01 (one) year after COD.
- 20.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI and the Client Organization.

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

- i. Covering Letter as per **Format 7.1**.
- ii. 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**.
- iii. Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 B**.
- iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with 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.

- v. 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.
- vi. 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.
- vii. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
- viii. A disclosure statement as per **Format 7.8/ 7.8A** regarding participation of any related companies in the bidding process.
- ix. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.9**.
- x. Covering letter for the financial bid as per **Format 7.10**.
- xi. Attachments
 - i. Memorandum of Association, Article of Association of the Bidder 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 Bidder, 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.
 - ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - iii. 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. 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.
 - iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22/2020-21, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
 - v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

22 Important Notes and Instructions to Bidders

- 22.1 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.
- 22.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS.
- 22.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI 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.
- 22.4 If the event specified at Clause 22.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 22.5 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.
- 22.6 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.
- 22.7 The response to RfS shall be submitted as mentioned in Clause 21 of the 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.
- 22.8 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.
- 22.9 All the information should be submitted in English language only. In case of bidders or their foreign affiliate having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 22.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 22.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 22.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.

- 22.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 22.14 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.
- 22.15 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 22.16 All the financial transactions to be made with SECI including success charges, 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.

23 Non-Responsive Bid

The 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 Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-Commercial Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (f) 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.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

24 Method of Submission of Response to RfS by the Bidder

24.1 Documents to be Submitted Offline (in Original)

The bidder has to submit original of following documents **offline**.

- i. DD/Pay order or NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.

ii. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). One EMD shall be submitted for the cumulative capacity quoted by the Bidder.

iii. 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.
Bank Guarantee/POI against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee/POI against EMD and DDs/Pay Orders (if applicable) against the bid processing fee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs. on 22.08.2022, the above deadline will expire at 18:00 hrs. on 24.08.2022. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee/POI against EMD along with DDs/Pay Orders (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.

The bidding envelope shall contain the following sticker:

Selection & Empanelment of Solar Power Developers for Setting up of Grid-Connected Rooftop Solar PV Projects on Government buildings under RESCO Mode through Tariff-Based Competitive Bidding

<i>Cumulative Capacity of the projects applied for</i>	_____ MWp
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	SECI/C&P/_____ dated _____
<i>Submitted by</i>	(Enter Full name and address of the Bidder)
<i>Organization ID (OID) on ETS portal</i>	(Enter the OID through which the Bid has been submitted online on ETS portal)
<i>Authorized Signatory</i>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<i>Bid Submitted to</i>	AGM (C & P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel No. 011-71666220 Email - contracts@seci.co.in

24.2 Documents to be Submitted Online

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

If the Bidder has submitted bid online and fails to submit the DDs/Pay order against bid processing fee offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Bid Processing fee submitted shall be encashed.

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 scanned copies of the 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/7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A and 7.9 as elaborated in Clause 21 of the RfS.
- All attachments elaborated in Clause 21 of the RfS, under the sub-clause xi: Attachments, with proper file names.
- All supporting documents regarding meeting the eligibility criteria.
- Scanned Copies of NEFT/RTGS details towards Bid Processing Fee as mentioned in 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 Clause 22.8 and Annexure-B, 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)

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

i. Covering letter as per Format - 7.10 of the RfS

b) Bidding Parameter:

i. A single levelized tariff as a bidding parameter: Under this RfS, the bidding parameter shall be the tariff quoted by the Bidder i.e., a fixed tariff in Rs. /kWh for the term of the PPA.

ii. A single tariff to be quoted for each Zone: A single tariff shall be quoted by the Bidder in a particular Zone. Thus, a single Bidder may quote 4 different tariffs (one for each Zone), under this RfS. The single tariff for an Individual Zone will be applicable on all the buildings falling geographically under the respective Zone. Decision of a particular building falling under a specific Zone will be taken by SECI, and shall be binding on all parties concerned.

iii. The above tariff-fixed for the term of the PPA-shall include all costs related to the Scope of Work as per the RfS and Obligations of the SPD under the PPA. The Bidder shall quote for the entire facilities on a “single responsibility” basis such that the tariff covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (25 years), inclusive of all taxes. The fixed tariff should be quoted while accounting for the cost of grid-connectivity and net metering application/ security deposit etc. All costs associated with net-metering will have to be borne by the successful Bidder/SPD.

iv. The tariff shall remain firm and fixed and shall be binding on the Successful Bidder/SPD for the Term of the PPA irrespective of actual cost of execution of the Project. No escalation on the tariff will be granted for any reason whatsoever. The SPD shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

v. The fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation/adjustment shall be payable by the Client Organization. However, statutory variation of taxes and duties may be paid by the Client Organization.

- vi. **Only a single tariff bid for each Zone, for the cumulative Project capacity quoted by the bidders, 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.**
- vii. **Important Note:**
- The Bidding envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
 - In case the Bidder submits the online documents on ISN-ETS within the bid submission deadline and fails to submit the pass phrases in the ETS portal within 2 working days after bid submission deadline, 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.

For e.g., if the bid submission deadline is 18:00 hrs on 05.10.2022, the above deadline will expire at 18:00 hrs on 07.10.2022. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for online submission of Pass-phrases in the ETS portal.

25 *Validity of the Response to RfS*

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of bid submission (“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. The format for submission of clarifications is available on the portal.
- 27.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI’s response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. 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.
- 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 up to award of contract may be sought by the Bidder from following point of contacts in SECI

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
<u>Shri Ajay k Sinha</u> <u>AGM (C&P)</u>	Phone (Off): 011-24666200 Email: contracts@seci.co.in
Shri Pratik Prasun Sr. Manager (C & P)	Phone (Off): 011-24666237 Email: pratikpr@seci.co.in
Shri Biblesh Meena Manager (C & P)	Phone (Off): 011-24666270 Email: biblesh@seci.co.in

- 27.5 Bidders/SPDs may contact SECI's following points of contact for inquiries, clarifications, or authorizations after issuance of LoA, during execution stage and after Project Commissioning:

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
Shri Sanjay Sharma Director (Solar)	Phone (Off): 011-24666200
Shri Chandra Kumar Singh Manager (Solar)	Phone (Off): 011-24666233 Email: cksingh@seci.co.in
Shri Alankar Saxena Manager (Solar)	Phone (Off): 011-24666265 Email: alankar@seci.co.in

28 *Right of SECI to Reject a Bid*

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

29 *Post Award Compliances*

Timely completion of all the milestones i.e. signing of PPA, meeting Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. SECI/Client Organization 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 and/or Client Organization for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the SPD.

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

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

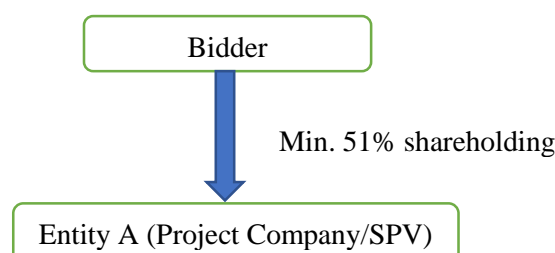
30 *General Eligibility Criteria*

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

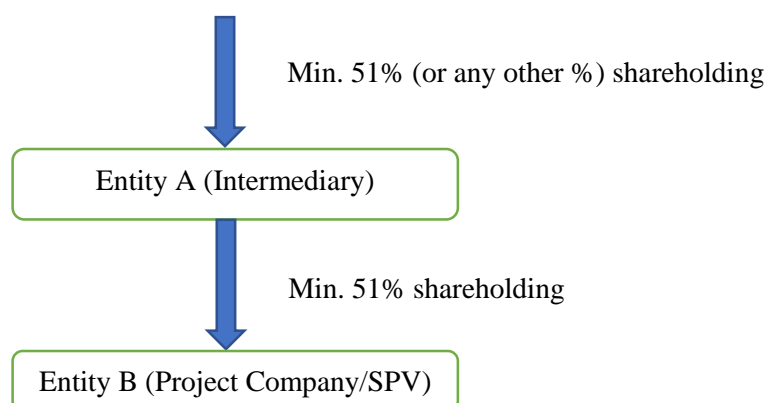
- 30.1 The Bidder shall be a Company or a Limited Liability Partnership as defined.
- 30.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. 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).
- 30.3 A foreign company cannot participate on a standalone basis or as a member of consortium under this RfS.
- 30.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
 - i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
 - ii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
 - iii. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.

- iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
 - v. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.
- 30.5 In case of a Limited Liability Partnership (LLP) participating as a Bidder and in case of the LLP being declared as a Successful Bidder, the LLP shall be required to incorporate an SPV, as mentioned in Clause 30.6 below, prior to signing of PPA.
- 30.6 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/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.
- 30.7 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 one year after the COD of the Project, except with the prior approval of SECI.
- 30.8 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.
- 30.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 30.3 and 30.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

31 Technical Eligibility Criteria

- 31.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of the RfS. The undertaking shall be submitted as per enclosed Format 7.8.
- 31.2 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.
- 31.3 The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants of cumulative Capacity **not less than 50% of quoted capacity** in the last 07 (Seven) Financial Years prior to the bid submission deadline of this RfS. The Solar PV Power Plants must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

AND

The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 02 (Two) Grid Connected Solar PV Power Plants of individual minimum capacities of **not less than 250kW** in the last 07 (Seven) Financial Years prior to the bid submission deadline of this RfS. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

The Bidder shall submit applicable contract(s) and Project commissioning certificate(s) for the respective Project(s) and a certificate from the respective client(s) certifying satisfactory operation of the plant(s).

32 Financial Eligibility Criteria

32.1 Net-Worth

- i. The Net Worth of the Bidder should be equal to or greater than **INR 90 Lakhs/MW** (Indian Rupees 90,00,000/- per MW) of the quoted capacity, as on the last date of previous Financial Year, i.e., FY 2021-22.
- ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG in case the Bidder(s) fail to do so in accordance with the RfS.
- iii. 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.

AND

32.2 Minimum Average Annual Turnover

The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) of **INR 1.8 Cr./MW** (Indian Rupees 1,80,00,000/- per MW) of the quoted capacity during the last three financial years, i.e. 2021-22, 2020-21 and 2019-20. 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.

AND

32.3 Liquidity

The Bidder shall demonstrate Working Capital or Line of Credit for the last Financial Year, 2021-22, for a minimum amount of **Rs. 1.125 Cr./MW** (Indian Rupees 1,12,50,000/- per MW) of the quoted capacity.

- 32.4 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 Clauses 32.1, 32.2 and 32.3 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria. In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate, undertaking to contribute the required equity funding and Performance Bank Guarantees/POI 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, undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate shall be required to be submitted prior to signing of PPA.

32.5 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.

32.6 A Company/Consortium would be required to submit annual audited accounts for the last FY, 2021-22, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria.

Note: In case of bidder seeking eligibility using credential of foreign Parent/Ultimate Parent/Affiliate entity, 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.

32.7 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. 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 32.6 above.

32.8 In case the response to RfS is submitted by a Consortium, then the financial eligibility requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 10 MW, then, total Net-Worth to be met by the Consortium is Rs. 90 Lakhs x 10 MW = Rs. 9 Crores. Minimum requirement of Net-Worth to be met by Member A would be Rs. 6.3 Crores and the one to be met by Member B would be Rs. 2.7 Crores. Similar methodology shall be followed for computation of other requirements.

32.9 Note: Wherever applicable, audited accounts for the last FY, 2021-22 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2021-22 are not available, then, audited annual accounts of FY 2020-

21 can be considered. In such case, computation of MAAT shall include FY 2018-19 too.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

33 *Bid Evaluation*

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

34 *Techno-Commercial Evaluation of Bidders (Step 1)*

- 34.1 Bid opening (online) will be done only after the deadline for submission of pass-phrases in the ETS portal.

For e.g., if the bid submission deadline is 18:00 hrs on 05.07.2022, the online bid opening will be conducted on 08.07.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 34.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by SECI, shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- 34.3 Subject to Clause 23 of the 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.
- 34.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.
- 34.5 As per clause 5.1, a bidder can submit a single bid offering a minimum quantum of Contracted Capacity of 1 MW and a maximum quantum of 10 MW with each project size being in between 100 kW to 500kW only. However, under intimation to SECI, successful bidders and MHA/Government clients can take up projects of capacity less than 100 kWp at their consensus discretion subject to respective State/UT regulation.

35 *Financial Bid Evaluation (Step 2)*

- 35.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Fixed Tariff”, quoted by the Bidder in the Electronic Form of Financial Bid.
- 35.2 Second Envelope (containing Fixed Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

- 35.3 For each Zone, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only.** If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).
- 35.4 The maximum tariff to be quoted for Projects in Zones 1, 2 & 3 is **Rs. 5.15/kWh** and the maximum tariff to be quoted for Projects in Zone 4 is **Rs. 6.25/kWh**. Financial bids containing tariffs quoted beyond the above limits will be summarily rejected.
- 35.5 In this step, evaluation will be carried out for the cumulative Project capacity, separately for each Zone within the maximum capacities as mentioned in table below, based on the tariff quoted by Bidders.

Name of State(s)/UTs	Zone	Maximum Capacity (MW) to be allocated under Each Zone
Gujarat, Karnataka, Rajasthan, Tamil Nadu	Zone-I	5.7
Andhra Pradesh, Maharashtra, Puducherry, Telangana, Dadra & Nagar Haveli and Daman & Diu, Madhya Pradesh	Zone-II	8.3
Bihar, Chandigarh, Chhattisgarh, Delhi, Goa, Haryana, Jharkhand, Kerala, Odisha, Punjab, Uttar Pradesh, West Bengal	Zone-III	23.4
Lakshadweep, Uttarakhand, Andaman & Nicobar Islands, Arunachal Pradesh, Assam, Himachal Pradesh, Jammu & Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura.	Zone-IV	12.6

- 35.6 On completion of Techno-Commercial bid evaluation, if it is found that for each Zone, only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 35.7 For each Zone, based on the fixed tariff quoted by the bidders, SECI shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote).
- 35.8 If the fixed tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 35.9 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation, for a single Zone.

For e.g. (Shortlisting of Bidders for L1 matching and selection of successful bidder):

Total bid capacity of techno-commercially shortlisted bidders under Zone-III = 40MW

Sl. No.	Techno commercially qualified Bidder	Rank based on	Capacity (MW)	Techno commercially	Eligible capacity for award	Number of shortlisted	Short-listed Bidders for L1
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		quoted tariff		qualified bidder		d bidders	Matchi ng
1	B3	L1	2	10	23.4 MW	6	B3
2	B5	L2	4.2				B5
3	B1	L3	2				B1
4	B4	L3	4.5				B4
5	B2	L4	6.2				B2
6	B6	L5	5.8				B6
7	B7	L6	1				
8	B8	L7	2.4				
9	B9	L8	2.2				
10	B10	L9	9.7				

36 Not used

37 L-1 Matching and Selection of Successful Bidders

37.1 For each Zone, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as the Successful Bidder. In case of multiple Bidders quoting the L1 tariff, all such Bidders (“L1 Bidders”) will be declared as Successful Bidders.

37.2 For each Zone, the Bidders other than the L1 Bidder(s) will be given a period of 7 days to match the L1 tariff. In case a Bidder wishes to match the L1 tariff, such matching shall be communicated to SECI only through email. The 7-day period shall commence from the date on which the L1 tariff is intimated to all the eligible Bidders (through email), and will culminate at 11:59:59 PM of the 7th day after such intimation by SECI. For example, in case SECI intimates the L1 tariff on 05.10.2022, the above deadline for L1 matching shall expire at 11:59:59 PM on 12.10.2022. Any communication after the expiry of the above deadline will not be entertained, and decision taken by SECI in this regard shall be final and binding on all parties.

Note: Matching of the L1 Tariff does not guarantee the allotment of the capacity quoted by the Bidder. The capacity allocation will be done based on the price quoted by the Bidders in their financial bid as elaborated in Clause 37.3 below.

37.3 For each Zone, for the remaining capacity (if any) subsequent to allocation of the capacity as per Clause 37.1, the ranking of the bidders as per Clause 35.7 shall be modified based on the Bidders matching of L1 tariff in line with Clause 37.2. In other words, the Bidders (L2 onwards as per Clause 35.7) matching the L1 Tariff shall be arranged in ascending order of the price quoted by them in their financial bid.

37.4 For each Zone, Successful Bidders, other than the L1 bidder, shall be those Bidders (L2 onwards in line with ranking done as per Clause 37.3) who are eligible for allotment of remaining capacity (if any, pursuant to allocation as per Clause 37.1) till the total capacity to be allocated in that particular Zone is exhausted.

- 37.5 Further, subject to the capacity to be allocated in each Zone, in case of partial capacity allotment to the last Successful Bidder, the Bidder shall have an option to refuse such partially allocated capacity and in this case the EMD submitted by such Bidder shall be returned along with the unsuccessful Bidders. Such refusal shall be intimated to SECI within 7 days of issuance of the LoAs by SECI, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.
- 37.6 At this stage, only L1 matching requests will be entertained. Transfer between Zones and capacity modification for a Bidder will not be taken up at this stage.
- 37.7 There shall be no negotiation on the quoted price/Fixed tariff between SECI and the Bidder(s) during the process of evaluation.

38 Issuance of LOAs

At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidders identified as per the provisions of Clause 37.

In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.

Each Successful Bidder shall acknowledge the LoA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to SECI within 07 (Seven) days of issue of LoA, failing which it will be deemed to have been accepted by the Bidder.

If the Successful Bidder, to whom the LoA has been issued does not fulfil any of the conditions specified in Bid document, then SECI reserves the right to annul/cancel the award of the Letter of Award of such Successful Bidder.

In all cases, SECI's decision regarding selection of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.

39 Registration in CPM

Registration in CPM (Centralized Project Monitoring) for submission of project documents: SECI will register the successful bidders at the CPM software as per the details submitted by the bidders. After the registration, a unique login id and password will be generated for each of the successful bidders/SPDs which will be shared with them through their authorised email id.

40 Inspection and Audit by the Government

The Successful bidder shall permit SECI to inspect the Successful bidder's site, accounts and records relating to the performance of the SPD and to have them audited by auditors appointed by the SECI, if so, required by the SECI any time.

41 Debarment from Participating in SECI's Future Tenders

- 41.1 SECI reserves the right to carry out the performance review of each Bidder/SPD from the time of submission of Bid. In case it is observed that a bidder/SPD has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other

provisions of the RfS, such Bidders may be debarred from participating in SECI's any future tender for a period as decided by the competent authority of SECI.

- 41.2 Any Projects which are already installed or commissioned before the issuance of LoA shall be construed as fraudulent activity in which case Successful bidder(s)/SPD may be debarred from participating in SECI's future tenders for a period as decided by the competent authority of SECI. However, such locations, where there are already installed or commissioned Projects, may be used for installation of additional capacity with the prior approval of SECI and MHA.

SECTION 6. DEFINITIONS OF TERMS

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

- 42.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 42.2 **"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.
- 42.3 **"B.I.S."** shall mean specifications of Bureau of Indian Standards (BIS).
- 42.4 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by SECI.
- 42.5 **"BIDDER"** shall mean Bidding 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;.
- 42.6 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 42.7 **"BID CAPACITY"** shall mean aggregate project capacity of the Solar PV Power Project(s) as proposed by the Bidder.
- 42.8 **"CAPACITY UTILIZATION FACTOR or 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, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

- 42.9 **"CEA"** shall mean Central Electricity Authority.

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

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

42.11 **“CLIENT ORGANIZATION”** shall mean the Ministry of Home Affairs (MHA) and/or its organization authorized to sign the PPA with the SPD. It shall also include organizations other than MHA, which register themselves on the Empanelment portal of SECI, for setting up Projects on their respective buildings through the SPDs empanelled by SECI.

42.12 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

42.13 **“COMMERCIAL OPERATION DATE (COD)”** shall mean as defined in PPA.

42.14 **“CONTRACTED CAPACITY”** shall mean the AC capacity in kW/MW contracted with the Client Organization for supply of power by the SPD to the Client Organization at the Delivery Point from the Project, based on which the PPA is executed with the Client Organization.

42.15 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA 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:

- i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- ii. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

42.16 **“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.

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

42.18 **“DAY”** shall mean calendar day.

42.19 **“EFFECTIVE DATE”** shall mean the date of signing of the Power Purchase Agreement (PPA) executed by both the parties.

42.20 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

42.21 **“GROUP COMPANY”** of a Company means

- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, 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.

42.22 **“IEC”** shall mean specifications of International Electro-Technical Commission.

42.23 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall be the single point, at a location mutually agreed by the SPD and Client Organization, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project to the Client Organization.

42.24 **“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).

42.25 **“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 until 01 (one) year after the Commercial Operation Date (COD) of the Project.

42.26 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the cumulative Project capacity.

- 42.27 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 42.28 **“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.
- 42.29 **“MONTH”** shall mean calendar month.
- 42.30 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
- 42.31 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 42.32 **“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.
- 42.33 **“PROJECT”** or **“ROOFTOP SOLAR PV PROJECT”** or **“SOLAR POWER PROJECT”** shall mean a Solar Photovoltaic Project set up on a single rooftop or collection of rooftops having a single or multiple metering point(s). The Project capacity shall range between (and including) 100 kW and 500 kW. The Project shall include all units/modules, auxiliaries and associated facilities, 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.
- 42.34 **“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.
- 42.35 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the PPA.
- 42.36 **“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) {in case of the Successful Bidder/Bidding Consortium itself executing the Project}, or the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with the Client Organization {in case of Project execution through SPV}.
- 42.37 **“RESCO”** shall mean Renewable Energy Service Companies.
- 42.38 **“RESCO MODEL”** shall mean a business model where the Project Developer sets up a Rooftop Solar PV Power Project on the rooftop of a building owned by a different entity, by obtaining right to access the rooftop/leasing the rooftop with the rooftop owning entity on mutually agreed terms and conditions, and enters into the PPA with

rooftop owner / DISCOM / others for supply of Solar power for the term of the PPA. The Project Developer is responsible for construction, commissioning, ownership and operation of the Project for the entire term of the PPA at its own risk and cost.

- 42.39 **“ROOFTOP SOLAR PV” or “SOLAR PV”** shall mean solar PV array/system installed on the flat /inclined roof of the building/elevated platform on metallic or concrete structure minimum 10 feet above ground level/Ground mounted system (in the places where sufficient shadow free rooftop area is not available.) In such instance up to 40% Solar PV array/system capacity can be accommodated on nearby unutilised land subject to the SECI’s approval.
- 42.40 **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/14/0005/22-2 dated 23.09.2022.
- 42.41 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 42.42 **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 9 of the RfS.
- 42.43 **“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.
- 42.44 **“SOLAR PV PROJECT” or “SOLAR POWER GENERATING SYSTEM/ STATION” or “ROOFTOP SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.
- 42.45 **“TOE”** shall mean Tender Opening Event.
- 42.46 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.
- 42.47 **“WEEK”** shall mean calendar week.
- 42.48 **“ZONE”** shall mean the grouping of States and Union Territories of India as brought out in Clause 6.1 of the RfS.

SECTION 7. SAMPLE FORMS & 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 4 and other submission requirements specified in the RfS.

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
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. dated for(Insert title of the RfS)

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 the Term of the PPA to Client Organization, 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 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard {strike out whichever not applicable}.

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 10 MW, including this response to RfS.

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

Zone	Cumulative Project Capacity (MW)	Proposed CUF
Zone I		
Zone II		
Zone III		
Zone IV		

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy] and standard PPA document attached thereto, issued by SECI. In token of our acceptance to the RfS and PPA 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 the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD): - (Please read Clause 15 carefully before filling)

We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee/Payment on Order Instrument (POI) no. [Insert bank guarantee/Payment on Order Instrument number] dated [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee/POI] and valid up to.....in terms of Clause 15 of this RfS. The total Project capacity offered by us is MW [Insert cumulative capacity proposed]. (Strike off whichever is not applicable)

3. We hereby declare that in the event our Project capacity get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Service charges for the selected Project capacity, within due time as mentioned in Clauses 16 & 17 of this RfS and/or we are not able to sign PPA with the Client Organization within the timeline as stipulated in the RfS for the selected Projects, SECI shall have the right to encash the EMD/PBG submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

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

We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects in line with the provisions of the RfS, shall be binding on us.
6. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA with the Client Organization, 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 subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with SECI, 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 undertake that the onus of locating the buildings/ rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/ rooftops owners lies with us and that SECI does not bear any responsibility in this regard.
12. 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 upto the date as on 12 months from the last date of submission of response to RfS].
13. We agree to get ourselves empaneled by SECI for a period as stipulated in the RfS, upon our selection as Successful Bidder under this RfS, and that we will deposit Service

charges to SECI as per the provisions of the RfS for any additional capacity awarded to us outside this RfS, through the empanelment portal of SECI.

14. Contact Person

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

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

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

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

Thanking you,
We remain,
Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case 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)

(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-6, Definition of Terms of the RfS.

FORMAT FOR BANK GUARANTEE TOWARDS 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
_____ [*Insert title of the RfS*] of the cumulative capacity of MW [*Insert
cumulative Project capacity proposed*] for supply of power there from on long term basis to
the Client Organization, 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 without demur 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. 9 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 15 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 15 of this RfS*]. SECI shall
be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with
Clause 15 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.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

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 15 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)**

No. _____ Date _____
SECI, _____ Registered _____
_____,

**Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on
Order Instrument for an amount of Rs. _____**

Dear Sir,

1. It is to be noted that M/s. _____ (*insert name of the POI issuing Agency*) (**'IREDA/REC/PFC'**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (*insert name of the Bidder*), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____ [*Insert title of the RfS*] of the cumulative capacity of MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis to the Client Organization, 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 IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [*Insert amount not less than that derived on the basis of Rs. 9 Lakhs per MW of cumulative capacity proposed*], only, on behalf of M/s _____ [*Insert name of the Bidder*].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-
 - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;

- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

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' or 'SPD') submitting the response to RfS inter alia for [*Insert title of the RfS*] of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis to the Client Organization, 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 Project of the Solar Power Developer and issuing Letter of Award No. _____ to _____ (*Insert Name of selected Solar Power Developer*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into with _____ [*Insert name of the Client Organization*], hereinafter referred to as "Client", 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 Client at _____ [*Insert Name of the Place from the address of the Client Organization*] forthwith on demand in writing from Client 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..... Client shall be entitled to invoke this Guarantee till

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at _____ 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 Client 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 Client 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 Client and may be assigned, in whole or in part, (whether absolutely or by way of security) by Client to any entity to whom Client 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 Client 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__

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 Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for _____ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*

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

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

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

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

And

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

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT FOR CONSORTIUM AGREEMENT

(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 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 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

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 Client Organization desires to purchase Power under RfS for _____ (insert title of the RfS);

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.

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

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

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after COD.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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 Client Organization in terms of the RfS.

11. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.
12. 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.
13. 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.
14. 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.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

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

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

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs. Cr. (..... in words) as on the last date of Financial Year 2021-22.

This Net Worth has been calculated in accordance with instructions provided in Clause 32.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

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

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

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, with the support of its Affiliates, (strike out if not applicable) is fulfilling the Minimum Average Annual Turnover Criteria, by demonstrating a MAAT of INR _____ (_____in words) for the last three Financial Years, namely _____, _____ and _____.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose MAAT is to be considered	Relationship with Bidding Company*	MAAT (in Rs. Crore) FY 2019-20	MAAT (in Rs. Crore) FY 2020-21	MAAT (in Rs. Crore) FY 2021-22
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]

MAAT 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 MAAT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose MAAT is to be considered	Relationship with Bidding Company* (If Any)	MAAT (in Rs. Crore) FY 2019-20	MAAT (in Rs. Crore) FY 2020-21	MAAT (in Rs. Crore) FY 2021-22	Equity Commitment (in %) in Bidding Consortium	Proportionate MAAT (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, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Liquidity Criteria by demonstrating a Working Capital of INR _____(in words) as on the end of Financial Year 2021-22. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Working Capital is to be considered	Relationship with Bidding Company*	Working Capital (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]*

Working Capital 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 Working Capital by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

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

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____ dated _____, that M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____ (insert name of 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.

(Name and Signature of the Authorized Signatory)

FORMAT FOR DISCLOSURE

(To 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
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ dated _____ 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 undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 30.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl.11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

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
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. _____.

We undertake that M/s _____ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in

any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 30.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ (Enter the name of the RfS). We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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.

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No 6/18/2019-PPD dated 23.07.2020

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

Ref. No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to the RfS No dated

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

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 the tender will be rejected.

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

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory.

Enclosure: OM dated 23.07.2020, as referred above

(This format is for reference purpose only. The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

INTEGRITY PACT

Between

Solar Energy Corporation of India

having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

hereinafter referred to as

"SECI",

and

[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]

having its Registered Office at _____

(Insert full Address/Lead member address in case of Joint Venture/Consortium)

and

[Insert the name of all members of the Joint Venture/Consortium, as applicable]

having its Registered Office at _____

(Insert full Address/ Lead member address in case of Joint Venture/Consortium)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

SECI intends to award, under laid-down organisational procedures, contract(s) for _____ *[Insert the name of the tender/package]* _____

Package and NIT Number _____ SECI values full compliance with all *[Insert Specification Number of the package]* relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with

its Bidders/ Contractors.

In order to achieve these goals, SECI and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of SECI

- (1) SECI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of SECI, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) SECI will, during the tender process treat all Bidder(s) with equity and fairness. SECI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) SECI will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of SECI which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to SECI, or to any of SECI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or

leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by SECI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act
 - e) The Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of SECI.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, SECI may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, SECI may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, SECI may revoke the exclusion prematurely. However, decision of SECI in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

- (1) If SECI has disqualified the Bidder from the tender process prior to the award under Section III, SECI may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If SECI has terminated the contract under Section III, SECI may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

- (1) SECI will enter into agreements with identical conditions as this one with all Bidders.
- (2) SECI will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If SECI obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if SECI has substantive suspicion in this regard, SECI will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of SECI, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

(*) Section VIII - Independent External Monitor/Monitors

- (1) SECI has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, SECI, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records,

conduct the investigations and submit report to Managing Director, SECI, giving joint findings.

- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, SECI.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of SECI related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) SECI will provide to the IEM information as sought by him which could have an impact on the contractual relations between SECI and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, SECI and request the Managing Director, SECI to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to SECI and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to SECI.
- (7) The IEM will submit a written report to the Managing Director, SECI within 8 to 10 weeks from the date of reference or intimation to him by SECI and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Managing Director, SECI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, SECI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word '**IEM**' would include both singular and plural.
- (*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause ITB ... in Section – III: Bid Data Sheets of Conditions of Contract, Section-3 of the RfS.*
- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the

closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of SECI.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO/IEM**[#] in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____

(For & On behalf of SECI)

(Signature) _____

**(For & On behalf of Bidder/ Partner(s) of
Joint Venture/Consortium/ Contractor)**

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address) _____

(Name & Address) _____

Witness 2 : _____

Witness 2 : _____

(Name & Address) _____

(Name & Address) _____

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

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

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

I/We have applied for Projects to be set up in Zones _____ (insert Zone nos.) under this RfS.

I/We agree that this offer shall remain valid for a period upto the date as on 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

I/We further agree that in case we are declared as a Successful Bidder under this RfS, we will be empaneled by SECI for undertaking additional Project capacity outside this RfS, at the tariff at which we have been empaneled by SECI.

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

Thanking you,

We remain,

Yours faithfully,

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

Notes:

1. *For each Zone, there can be only one tariff for the cumulative Project capacity applied for by the Bidder. If the bidder quotes two tariffs or combination thereof for the projects for a single Zone, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two decimal places only.*
6. *If the Bidder submits the financial bid containing tariff higher than the limits prescribed at Clause 35.4 for a particular Zone, the bid shall be summarily rejected.*

SECTION 8. EMPANELMENT OF SUCCESSFUL BIDDERS BY SECI

43 *Empanelment of Successful Bidders*

- 43.1 Apart from selection of Successful Bidders for setting up Grid-connected RTSPV Projects on Buildings under the MHA, this tender also intends to empanel the successful bidders, to enable other Government organizations/institutions to obtain necessary information about the successful bidders and offer their respective buildings/locations for setting up RTSPV Projects.
- 43.2 The empanelment portal will be launched in due course, and Successful Bidders will be empaneled at L1 tariffs for the respective Zones, for a period of 1 year from the date of empanelment by SECI.
- 43.3 The portal will serve as a mapping mechanism for the SPDs and different Client Organizations seeking to set up RTSPV Projects at their premises. Through a transparent and fair mapping mechanism as described below, the SPDs (“vendors”) will be able to choose the buildings/locations of their choice and proceed for project installation.

44 *Mapping Mechanism*

- 44.1 On this portal, any Client Organization willing to engage vendors from SECI’s panel may register its request on the portal. This request will be submitted in specific format prepared by SECI to capture a detailed list of building/locations identified by the respective organization.
- 44.2 Upon registering the request on the portal, an automatic alert will be triggered to the vendors empaneled by SECI, who can view the above request directly on the portal.
- 44.3 The vendors will have to choose the location/building from the list made available by the organization. The location/building allocation will take place on time stamp basis, i.e., the vendor who opts later than the vendors who have opted for the locations/buildings earlier than him will have the choices remaining after the opting of all such vendors. A single vendor will be allowed to freeze a maximum of 30% of the total number of locations/buildings offered by the Client. After choosing a list of location/buildings, the vendor will be required to submit the letter from the Client Organization for confirmation of selected capacity within 30 days, failing which the selected capacity/building will unfreeze and will be available to other empaneled vendors for selection.
- 44.4 Illustration:
- Assuming the list of 5 bidders A, B, C, D, and E
 - An organization publishes list of 50 buildings at different location on the website.
 - Message will be triggered to all 5 bidders instantly
 - Vendor A chooses 15 buildings from above list of 50 earlier than the remaining 4 vendors
 - In that case, those 15 buildings will not be available for selection for other 4 vendors for the next 30 days
 - The remaining 4 vendors will have to choose from remaining 35 buildings

- The process will continue without any deadline; thus, a single vendor will be mapped to location(s) of his own choice.
- If the vendor surrenders the certain or all locations/buildings, then the surrendered locations/buildings shall be reflected back on the portal and the message for the same will be triggered to all the empaneled vendors.

44.5 **Note:** The vendor will be allowed to surrender its selected locations/buildings for a maximum three times in the empanelment period. In case the vendor surrenders its selected buildings/locations for the 4th time, its empanelment will be cancelled by SECI for the remaining empanelment period. This rule will also be applicable in case the bidder surrenders more than 50% of the number of locations/building it freezes initially.

45 Capacity allocation under a single empanelment period:

45.1 The Successful Bidders under this tender will be empaneled for a quantum higher than capacity allocated under this RfS. This empanelment capacity shall be determined by the financial strength submitted by the bidder at the time of meeting the financial QR for this RfS. Net worth of the Bidder will be considered as a factor for calculation of financial strength for this purpose.

45.2 Illustration:

- Under this RfS, a Bidder has quoted for 10 MW. As per the RfS, minimum Net-Worth requirement is calculated as Rs. 90 lakhs/MW.
- Now, as per the financial statement, the Bidder's net worth is Rs. 100 Cr. Therefore, the Bidder is eligible for $(100/90 \times 100)$ MW, i.e., 111.11 MW, rounded off downward to 111 MW.
- While 10 MW will be allocated under this tender, the vendor will be empaneled for a total capacity of $(111-10)$ MW, i.e. 101 MW. This capacity shall be valid for the empanelment period.
- Now based on the interests registered by Client organizations on the portal, the vendor may choose new projects until its 101 MW capacity is exhausted.
- At any point of time, the capacity available for any vendor will be displayed on the portal and will be dynamically modified based on the capacity selected/surrendered during the empanelment period.

NOTE: A detailed methodology for contract signing and execution for empaneled capacity will be provided through amendments in due course.

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

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

1. SPV MODULES

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

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

- b. 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.

2. POWER CONDITIONERS/ INVERTERS

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
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

3. 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. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. 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 like Thin Film and CPV / 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.

5. WARRANTY

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

6. IDENTIFICATION AND TRACEABILITY

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, 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 or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to SECI or Client Organization or any other designated agency to the remote monitoring portal of the power plants on a 24x7 basis.

8. SAFE DISPOSAL OF SOLAR PV MODULES

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. CAPACITY OF SOLAR PV PROJECTS

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	10 MW	10 MW	10 MW	10 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for injection of energy at the delivery point to comply with the committed energy to be supplied under the PPA is allowed.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries

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

Digital Certificates

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

Registration

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

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

Important Note:

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

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

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

Some Bidding Related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)

- Envelope II (Financial-Bid)
- *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 24.1 of the RfS, 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.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

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

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

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

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III 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 (i.e. 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, etc.)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder 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.

TENTATIVE LIST OF BUILDINGS (ZONE-WISE) UNDER MHA