

SOLAR ENERGY CORPORATION OF INDIA LIMITED

NEW DELHI

Ref No. SECI/C&P/MI/13/0010/2022-23/Amendment-01

Dated 17-02-2023

Amendment-01 to the RfS for Selection of Vendors for Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning Off-Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 1-10 HP capacities in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE			
RfS No. SECI/C&P/MI/00/0010/2022-23 dated 31.12.2022			
S. No.	Clause/Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	General	The Title of the RfS shall be read as: “RfS Document for Selection of Vendors for a work contract to Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 1-15 HP capacities in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE”	
2.	General	Wherever it is mentioned as 1-10 HP in RfS, it shall be read as 1-15 HP.	
3.	1.7	Solar PV capacity in kW for the pump capacity in HP will be allowed as per MNRE specifications under the scheme. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. Further, the motor-pump-set, controller and balance of system should also be manufactured indigenously. The vendor has to declare the list of imported components used in the manufacturing of solar water pumping system.	Solar PV capacity in kW for the pump capacity in HP will be allowed as per MNRE specifications under the scheme. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. In addition to the bids for SPWPS with indigenously manufactured solar cells, interested bidders can also submit their bids for SPWPS with non-indigenous solar cells as per Annexure-D2 (open) format. However, work for SPWPS with non-indigenous solar cells would be awarded only if the Government approves use of non-indigenous solar cells under Component-B of the PM-KUSUM Scheme. Further, for the purpose of price estimation under both the categories mentioned above, all other components including solar modules shall be considered as indigenous and in compliance to the provisions of the PM-KUSUM Guidelines and ALMM Guidelines as

			amended from time to time and other applicable documents/ orders issued by the Government in this regard. Further, the motor-pump-set, controller and balance of system shall be manufactured indigenously. The vendor has to declare the list of imported components used in the manufacturing of solar water pumping system.
4.	3.1 c	New Clause: Test reports can be submitted with the bids. However, the bidders can also submit a self-certificate with the bids in lieu of test reports affirming that the test certificates for all the models for which the bids are submitted will be provided by the bidder before signing of agreement with the SIAs, failing which the bidder will be liable for penalties including encashment of EMD and/ or blacklisting.	
5.	3.3 d	Systems installed under this programme should be follow OM-F.No.283/33/3029GRID SOLAR of MNRE, Govt of India dated 23.09.2020.	Systems installed under this programme should be follow OM-F.No.283/22/2019-GRID SOLAR of MNRE, Govt of India dated 09.02.2021.
6.	3.4 c	..... with the guidelines and specification and tender terms and conditions. SIA reserves the right to encash the CPG and/or blacklist the vendor for the period 3 years.	..... with the guidelines and specification and tender terms and conditions. SIA reserves the right to encash the PBG and/or blacklist the vendor for the period 5 years.
7.	3.4 d	If any selected vendor, after getting empaneled doesn't go forward with the installation of pumps, apart from encashment of EMD, the said vendor shall also be blacklisted for 3 years period from the date of issuance of such notice of blacklisting by the respective SIA/MNRE.	If any selected vendor, after getting empanelled does not go forward with signing of agreement with SIA and execution of work after the issuance of NTP(s), apart from encashment of EMD, vendor will be blacklisted for 5 years period from the date of issuance of such notice of blacklisting by the respective SIA/MNRE.
8.	3.4 h	Vendors have to provide the Remote Monitoring System (RMS) with all the SPWPS installed under the scheme. Further, vendor has to maintain the RMS in working condition for the period of 5years and RMS systems shall push the accurate data of the parameters as specified in the specification and guidelines of the scheme failing which the installation of the system will not be accepted by SIA.	Vendors have to provide the Remote Monitoring System (RMS) as per Annexure-F (RMS Communication and Security Architecture- PM KUSUM National Portal) of the RfS with all the SPWPS installed under the scheme. Further, vendor has to maintain the RMS in working condition for the period of 5 years and RMS systems shall push the accurate data of the parameters as specified in the specification and guidelines of the scheme as per Annexure-F (RMS Communication and Security Architecture- PM KUSUM National

			Portal), failing which the installation of the system will not be accepted by SIA.
9.	6.1	Total allocation to your vendor for a particular State/UT shall not go beyond the Annual Turn Over requirement for that particular State/UT. However, if there are no vendors available in the corresponding package, who have agreed to match the L1 prize and circumstances necessitates additional award of work, additional allocation may be done by SIA as per MNRE approvals.	Not Used
10.	11	..... All MSMEs (Micro, Small and Medium Enterprises) notified as per clause 1.10.3 of GFR 2017 and as registered under NSIC/DIC/Udyog Aadhaar only are only exempted from submission of Bid Processing Fee and EMD. For claiming this exemption, at the time of bid submission, MSMEs must provide valid proof of their being registered as MSME. However, upon empanelment under this RfS, selected MSMEs must submit Performance Bank Guarantee as per clause 12 of section III of RfS.	..... MSMEs Bidders registered as MSMEs (Micro, Small and Medium Enterprises) under NSIC/DIC/Udyog Aadhaar Only are exempted from submission of Bid Processing Fee & EMD. In this regard, the Bidder will have to furnish MSME Registration certificate issued by the appropriate authority (as applicable). Further, submission of MSME certificates issued in the name of Affiliate / Promoter/ Company will not be considered However, upon empanelment under this RfS, selected MSMEs must submit Performance Bank Guarantee as per clause 14 of section III of RfS.
11.	13.1	Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher, (as per Annexure-E) according to Format 7.3A/ Format 7.3B and valid for 27 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.....	Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher, subject to a maximum of 1000 pumps. For simplification, EMD requirement for each State/UT is as per Annexure-E. Bidders have to submit EMD according to Format 7.3A/ Format 7.3B and valid for 12 months from the last date of bid submission along with their bid, failing which the bid shall be summarily rejected. EMD validity to be extended by another 15 months prior to 15 days to expiry. In case of failure, it may lead to encashment of EMD & blacklisting of Firm/Members for period of 5 years from the date of issue of notice of blacklisting.....
12.	13.6	..... by SECI within the provisions of RfS. This instrument would have to be	..... by SECI within the provisions of RfS. This instrument would have to be

		furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 11.1 above, for the amount and validity period as per those Clause 11.1 above.	furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 13.1 above, for the amount and validity period as per those Clause 13.1 above.
13.	14.1	Bidders selected by SECI based on this RfS shall submit to the respective SIA, a Performance Guarantee for a value @ 3% of the amount equivalent to the 6% of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher (as per Annexure-E). However, if total number of SPWPS awarded to vendor	Bidders selected by SECI based on this RfS shall submit to the respective SIA, a Performance Bank Guarantee (PBG) for a value @ 3% of the amount equivalent to the 6% of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher subject to a maximum of 1000 pumps. For simplification, PBG requirement for each State/UT is as per Annexure-E. However, if total number of SPWPS awarded to vendor.....
14.	15.4	Note withstanding the transfer of ownership of the plant and equipment the responsibility of care and custody thereof together with the risk of loss or damage there too shall remain with the Vendor pursuant to GCC hereof until completion of facilities or the part thereof in which such plant and equipment are incorporated.	Not withstanding the transfer of ownership of the plant and equipment the responsibility of care and custody thereof together with the risk of loss or damage there too shall remain with the Vendor pursuant to GCC hereof until completion of facilities in which such plant and equipment are incorporated.
15.	16	Note: SIA has the right to seek any additional documents/ certificates/ information it deems fit prior to releaser of any payment.	Not Used
16.	16	Note: Payment shall be made to vendor within 30 days after submission of three copies of invoices to Engineer-in charge, complete in all respect (showing description, quantity, unit rate and total number of systems).	Note: Payment shall be made to vendor within 30 days after submission of three copies of invoices to Engineer-in charge, complete in all respect (showing description, quantity, unit rate and total number of systems). However, this is subject to the availability of the accurate performance data/parameter of SPWPS through RMS on State SEDM portal and central portal of PM-KUSUM.
17.	18.xvi.i	If the selected vendor 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 Water Pumping Station/Solar Power	Not Used

		plant development/Manufacturer of pump-sets, solar panels and controllers has to be submitted.	
18.	18.xvi.iv	Certified copies of annual audited accounts for the last three financial year, i.e., FY 2021-22/2020-21/2019-20, 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.	Certified copies of annual audited accounts for any three financial years out of the last five financial years, i.e., 2021-22, 2020-21, 2019-20, 2018-19, and 2017-18, 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.
19.	21.1.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.	Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). Bidder shall submit the separate/cumulative EMD for all the states/UTs applied/quoted for.
20.	21.1	<p>.....</p> <p><u>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.</u> 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.</p> <p>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.</p> <p>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</p>	<p>.....</p> <p><u>No documents will be accepted after the due date and time of bid submission.</u> Bank Guarantee against EMD needs to be submitted in both online and offline modes.</p>

		the expiry of the deadline will be summarily rejected.....															
21.	21.1	<p>The table is modified as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="background-color: black; color: white; text-align: center; padding: 5px;"> RfS Document for Selection of Vendors for a work contract to Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 1-15 HP capacities in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE </td> </tr> <tr> <td style="width: 50%; padding: 5px;"><i>Number of States applied for</i></td> <td style="padding: 5px;">_____ Nos.</td> </tr> <tr> <td style="padding: 5px;"><i>RfS Reference No.</i></td> <td style="padding: 5px;">SECI/C&P/_____ dated _____</td> </tr> <tr> <td style="padding: 5px;"><i>Submitted by</i></td> <td style="padding: 5px;"><i>(Enter Full name and address of the Bidder)</i></td> </tr> <tr> <td style="padding: 5px;"><i>Organization ID (OID) on ETS portal</i></td> <td style="padding: 5px;"><i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i></td> </tr> <tr> <td style="padding: 5px;"><i>Authorized Signatory</i></td> <td style="padding: 5px;"><i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i></td> </tr> <tr> <td style="padding: 5px;"><i>Bid Submitted to</i></td> <td style="padding: 5px;"> 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. 011-24666200 Email - contracts@seci.co.in </td> </tr> </table>		RfS Document for Selection of Vendors for a work contract to Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 1-15 HP capacities in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE		<i>Number of States applied for</i>	_____ Nos.	<i>RfS Reference No.</i>	SECI/C&P/_____ dated _____	<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>	<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>	<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>	<i>Bid Submitted to</i>	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. 011-24666200 Email - contracts@seci.co.in
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22.	21.2	<p>..... If the Bidder has submitted its bid online and fails to submit the Bank Guarantee/POI for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as an incomplete bid, Cost of RfS document and Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.</p>	<p>..... If the Bidder has submitted its bid online and fails to submit the Bank Guarantee/POI for requisite amount offline before the due date and time of bid submission, then the same shall be treated as an incomplete bid, Cost of RfS document and Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.</p>														
23.	21.2.I.a	<p>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, 7.11, 7.12, 7.13, 7.14,</p>	<p>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, 7.11, 7.12, 7.13, 7.14,</p>														

		7.15 as elaborated in Clause 16 of the RfS.	7.15, 7.18 as elaborated in Clause 18 of the RfS.
24.	21.2.I.b	All attachments elaborated in Clause 16 of the RfS, under the sub-clause xi: Attachments, with proper file names.	All attachments elaborated in Clause 18 of the RfS, under the sub-clause xvi: Attachments, with proper file names.
25.	21.2.I	<u>Submission of Pass-phrases:</u> In line with Clause 17.7 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)’.....	<u>Submission of Pass-phrases:</u> In line with Clause 19.7 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)’.....
26.	21.2.II.b).v	Only a single price bid for each line item (i.e., type of pump in each State/UT), 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.	Only a single price bid for each line item (i.e., type of pump in each State/UT), 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.
27.	21.2.II.b).vi.(b)	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.	In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be ‘archived’ on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.
28.	21.2.II.c	New Clause: Break-up of the Preliminary Estimate of Cost of Project as per Format 7.17, separately for each line item (i.e., type of pump in each State/UT) is to be provided by each empanelled vendors within 7 days from date of publication of their empanelment.	
29.	29.2	..... occurrence of a Force Majeure Event; provided that the Party claiming relief under this Clause 27 shall	..... occurrence of a Force Majeure Event; provided that the Party claiming relief under this Clause 29 shall

		immediately (i) notify the other Party in writing of the existence of the Force Majeure Event,.....	immediately (i) notify the other Party in writing of the existence of the Force Majeure Event,.....												
30.	31	<p>Clause modified as follows:</p> <p>A. Insurance</p> <p>The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes.</p> <p>The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft, burglary, & damage, etc. during 5 years warranty period. The empaneled bidder shall file insurance claim and shall be responsible to bring the insurance claim to a final settlement. The farmer and the empaneled bidder shall be jointly responsible for collection and submission of documents for the processing of the insurance claim. The insurance policy taken for the individual farmer shall be handed over to the beneficiary under intimation to SIA at the time of processing of payment for the completed installations. The empaneled company shall do renewal of insurance certificate every year up to 5 years as per insurance clause.</p> <p>In case of an incident covered under insurance, bidder must replace the lost/damaged part within 7 days from the date of intimation, failing which the rectification/replacement (keeping the same configuration in consideration) will be done by SIA at the risk and cost of system integrator, after rectification/ replacement the warranty clause will remain compliable as per tender conditions.</p> <p>B. Penalty</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Default</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Failure to Accept Letter of Intent (LoI)</td> <td>EMD shall be encashed and/or bidder blacklisted for 5 years.</td> </tr> <tr> <td>2.</td> <td>Failure to sign the Agreement or submission of the PBG.</td> <td>EMD shall be encashed and/or bidder blacklisted for 5 years.</td> </tr> <tr> <td>3.</td> <td>In case of any non-execution or delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing.</td> <td>SIA reserves the right to recover from the bidder a sum equivalent to 0.5 % of the value of the delayed SPWPS installation or on the unexecuted portion of the work for each week of the delay and part thereof subject to a maximum of 10 % of the total value of the contract. The amount will be first recovered from the PBG amount and the balance will be adjusted by SIA in release of payment to the concerned vendor. Further, SIA may also blacklist the Empaneled firm for 5 years.</td> </tr> </tbody> </table>		S. No.	Default	Penalty	1.	Failure to Accept Letter of Intent (LoI)	EMD shall be encashed and/or bidder blacklisted for 5 years.	2.	Failure to sign the Agreement or submission of the PBG.	EMD shall be encashed and/or bidder blacklisted for 5 years.	3.	In case of any non-execution or delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing.	SIA reserves the right to recover from the bidder a sum equivalent to 0.5 % of the value of the delayed SPWPS installation or on the unexecuted portion of the work for each week of the delay and part thereof subject to a maximum of 10 % of the total value of the contract. The amount will be first recovered from the PBG amount and the balance will be adjusted by SIA in release of payment to the concerned vendor. Further, SIA may also blacklist the Empaneled firm for 5 years.
S. No.	Default	Penalty													
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3.	In case of any non-execution or delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing.	SIA reserves the right to recover from the bidder a sum equivalent to 0.5 % of the value of the delayed SPWPS installation or on the unexecuted portion of the work for each week of the delay and part thereof subject to a maximum of 10 % of the total value of the contract. The amount will be first recovered from the PBG amount and the balance will be adjusted by SIA in release of payment to the concerned vendor. Further, SIA may also blacklist the Empaneled firm for 5 years.													

31.	35.	Local representative of bidder should meet governing authorities of each block and should submit the minutes of meeting to SIAs on quarterly basis.	Not Used
32.	40.1	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 38.3 and 38.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 40.3 and 40.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations
33.	40.2	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, 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).	Bidding Consortium of two companies with one of the Companies as the Lead Member as per Consortium Agreement (Format 7.5) can submit bids under this RfS.
34.	40.5	In case of a Limited Liability Partnership (LLP) participating as a Bidder and in case of the LLP being declared as a Selected Vendor, the LLP shall be required to incorporate an SPV.	A Limited Liability Partnership (LLP) is allowed to participate under this RfS.
35.	40.7	A Bidder which has been selected as Selected Vendor 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 Selected Vendor 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. Multiple SPVs may also be utilized for executing more than one Project.	Not Used

36.	40.8	Any consortium, if selected as Selected Vendor 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) 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.	Not Used			
37.	40.10	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 38.3 and 38.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:	Not Used			
38.	41	The table is modified as follows:				
			Technical QR			
		Sl. No.	State/UT	Quantity State-Wise (Nos.)	For Solar Pumps/Controller (No. of solar pumps installed or supplied/Controller installed or supplied)	For Solar PV Modules (Experience in kWp)
		1	Andaman & Nicobar	100	25	120
		2	Andhra Pradesh	1000	60	288
		3	Arunachal Pradesh	200	25	120
		4	Assam	5000	300	1440
		5	Bihar	5000	300	1440
		6	Chhattisgarh	25000	1000	4800
		7	Delhi	1000	60	288
		8	Goa	200	25	120
		9	Gujarat	7000	420	2016
		10	Haryana	160000	1000	4800

		11	Himachal Pradesh	700	42	201.6
		12	Jammu & Kashmir	4500	270	1296
		13	Jharkhand	8000	480	2304
		14	Karnataka	10000	600	2880
		15	Kerala	100	25	120
		16	Ladakh	1600	96	460.8
		17	Lakshadweep	100	25	120
		18	Madhya Pradesh	50000	1000	4800
		19	Maharashtra	180000	1000	4800
		20	Manipur	150	25	120
		21	Meghalaya	200	25	120
		22	Mizoram	1700	102	489.6
		23	Nagaland	100	25	120
		24	Odisha	4500	270	1296
		25	Puducherry	100	25	120
		26	Punjab	50000	1000	4800
		27	Rajasthan	110000	1000	4800
		28	Sikkim	100	25	120
		29	Tamil Nadu	4000	240	1152
		30	Telangana	400	25	120
		31	Tripura	3000	180	864
		32	Uttarakhand	1500	90	432
		33	Uttar Pradesh	30000	1000	4800
		34	West Bengal	1000	60	288

		Total	666250	
39.	41.2.v	<p>New Clause:</p> <p>In case Bidder wishes to participate in as a Joint Venture, following conditions are additionally applicable: -</p> <ol style="list-style-type: none"> 1. The term Bidder used hereinafter would therefore apply to both a single entity and a Consortium/ Joint Venture. 2. Both members should be a registered as an MSE to claim the benefits provided to the MSE. 3. A consortium of maximum two (02) members is allowed in this RfS including one as lead bidder. 4. Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender. Declaration regarding the lead member shall be provided in the Format 7.5 However, both the members of the Joint Venture shall be jointly and severally liable for compliance of the conditions of the tender and the PM-KUSUM Guidelines including amendments and other Orders/ directions issued by MNRE related to implementation of the Scheme. 5. Any member of the Joint Venture participating in the tender shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder. 6. All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Joint Venture. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response. 7. A copy of Memorandum of Understanding (MOU) executed between the members of Joint Venture shall be submitted along with the tender. The complete details of the members of the Joint Venture Firm, their share and responsibility in the Joint Venture etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. 8. Once the offer/ bid is submitted, the bid shall not be modified / altered/ terminated during the period of execution including any extension thereafter by SIA/MNRE or validity of any letter of award awarded to the said Consortium/Joint Venture Firm. In case, the tenderer fails to observe/comply with this stipulation, the full Security Deposit/ Performance Bank Guarantee (PBG) shall be liable to be forfeited. 9. A duly notarized agreement of Joint Venture Firm shall be executed between the 'Lead Member' and Consortium/Joint Venture Partner. This Agreement should be submitted in original with your offer/ bid. 10. Authorized Member of Joint Venture Firm: 'Lead Member' shall be authorized on behalf of Joint Venture Firm to deal with the tender/SECI, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in 		

		<p>respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Joint Venture Firm.</p> <p>11. Required processing fee shall be submitted by the 'Lead Member'. Submission of processing fee by the 'Lead Member' it should be deemed as processing fee submitted by the Joint Venture Firm.</p> <p>12. Duration of work and Joint Venture Agreement shall be valid during the entire execute in period/ validity of letter of award and any extension thereafter/ currency of the contract including the period of extension, if any and 5-year maintenance contract.</p> <p>13. Any change in constitution of Joint Venture Firm shall not be allowed.</p> <p>14. On award of any contract to the Joint Venture Firm, a single Performa i.e., Bank Guarantee shall be submitted by the lead bidder as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, and Bank Guarantee for Mobilization Advance etc. shall be accepted only in the name of 'Lead Member' and splitting of guarantees among the members of Joint Venture shall not be permitted.</p> <p>15. Members of the Joint Venture Firm shall be jointly and severally liable to the SIA/MNRE/SECI for execution of the project/ Work/ Assignment etc. The Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the SIA/MNRE/SECI during the course of execution of any awarded contract or due to nonexecution of the contract or part thereof. Governing Laws for Consortium/ Joint Venture Firm: The Joint Venture Agreement in all respect be governed by and interpreted in accordance with Indian Laws.</p> <p>16. In case a group of MSMEs registered with NSIC (under single point registration scheme) form a Joint Venture under NSIC, the Consortium needs to provide an authorization letter from NSIC accepting the terms and conditions of tender (except for those terms and conditions in which NSIC consortia are given special status as per Government of India Policy for the Government Purchase Programme) and also provide details of Consortium members, their manufacturing capacities, the share-out of quantities with schedule of supplies as per SECI tender schedule. Further, NSIC consortium mandatorily submit their service tax, pan card and other relevant documents.</p> <p>17. In case of Consortium of NSIC, the lead members/ partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.</p> <p>18. Under this tender, only bid from one NSIC Consortium will be accepted.</p> <p>19. All correspondence by SECI will be done with 'Lead member' only.</p>
40.	41.4	<p>New Clause:</p> <p>Copy of Factory License Indian Factories Act, 1948 or any document to establish factory in running operations under the and GST registration Certificate, supporting the fact of the bidder being engaged in the business field mentioned shall be submitted. If factory license does not specify that business field, a separate Government issued document shall be submitted in support of the bidder being engaged in the business field mentioned.</p>

41.	42.2	<p>Minimum Average Annual Turnover</p> <p>The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) as per the table below, 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.</p>	<p>Minimum Average Annual Turnover</p> <p>The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) as per the table below, during any three financial years out of the last five financial years, i.e., 2021-22, 2020-21, 2019-20, 2018-19, and 2017-18. 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.</p>																																												
42.	42.3	<p>Liquidity</p> <p>The Bidder shall demonstrate Working Capital or Line of Credit for the last Financial Year, 2021-22, as per the table below.</p>	Not Used																																												
43.	42	<p>The table is modified as follows:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>State/UT</th> <th>Quantity State-Wise (Nos.)</th> <th>MAAT/ Annual Turn Over Requirement (in lakhs INR) in any 3 years out 5 years</th> <th>Profitability</th> <th>Net Worth</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Andaman & Nicobar</td> <td>100</td> <td>66.75</td> <td>Profitable in at least two of the last five years</td> <td>Not less than paid up capital in last FY 2021-22</td> </tr> <tr> <td>2</td> <td>Andhra Pradesh</td> <td>1000</td> <td>160.2</td> <td>Profitable in at least two of the last five years</td> <td>Not less than paid up capital in last FY 2021-22</td> </tr> <tr> <td>3</td> <td>Arunachal Pradesh</td> <td>200</td> <td>66.75</td> <td>Profitable in at least two of the last five years</td> <td>Not less than paid up capital in last FY 2021-22</td> </tr> <tr> <td>4</td> <td>Assam</td> <td>5000</td> <td>801</td> <td>Profitable in at least two of the last five years</td> <td>Not less than paid up capital in last FY 2021-22</td> </tr> <tr> <td>5</td> <td>Bihar</td> <td>5000</td> <td>801</td> <td>Profitable in at least two of the last five years</td> <td>Not less than paid up capital in last FY 2021-22</td> </tr> <tr> <td>6</td> <td>Chhattisgarh</td> <td>25000</td> <td>2670</td> <td>Profitable in at least two</td> <td>Not less than paid up</td> </tr> </tbody> </table>				Sl. No.	State/UT	Quantity State-Wise (Nos.)	MAAT/ Annual Turn Over Requirement (in lakhs INR) in any 3 years out 5 years	Profitability	Net Worth	1	Andaman & Nicobar	100	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22	2	Andhra Pradesh	1000	160.2	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22	3	Arunachal Pradesh	200	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22	4	Assam	5000	801	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22	5	Bihar	5000	801	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22	6	Chhattisgarh	25000	2670	Profitable in at least two	Not less than paid up
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1	Andaman & Nicobar	100	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22																																										
2	Andhra Pradesh	1000	160.2	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22																																										
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6	Chhattisgarh	25000	2670	Profitable in at least two	Not less than paid up																																										

					of the last five years	capital in last FY 2021-22	
		7	Delhi	1000	160.2	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		8	Goa	200	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		9	Gujarat	7000	1121.4	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		10	Haryana	160000	2670	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		11	Himachal Pradesh	700	112.14	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		12	Jammu & Kashmir	4500	720.9	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		13	Jharkhand	8000	1281.6	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		14	Karnataka	10000	1602	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		15	Kerala	100	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		16	Ladakh	1600	256.32	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		17	Lakshadweep	100	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22

		18	Madhya Pradesh	50000	2670	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		19	Maharashtra	180000	2670	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		20	Manipur	150	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		21	Meghalaya	200	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		22	Mizoram	1700	272.34	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		23	Nagaland	100	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		24	Odisha	4500	720.9	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		25	Puducherry	100	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		26	Punjab	50000	2670	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		27	Rajasthan	110000	2670	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		28	Sikkim	100	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		29	Tamil Nadu	4000	640.8	Profitable in at least two of the last	Not less than paid up capital in last

					five years	FY 2021-22	
		30	Telangana	400	66.75	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		31	Tripura	3000	480.6	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		32	Uttarakhand	1500	240.3	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		33	Uttar Pradesh	30000	2670	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
		34	West Bengal	1000	160.2	Profitable in at least two of the last five years	Not less than paid up capital in last FY 2021-22
			Total	666250			
44.	42.4	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 40.1, 40.2 and 40.3 above.....			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 42.1, 42.2 and 42.3 above.....		
45.	42.5	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.			For the purposes of meeting financial requirements, unconsolidated audited annual accounts for any three financial years out of the last five financial years 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.		
46.	42.7	..... used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 40.6 above.			..... used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 42.6 above.		

47.	42.8	<p>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.</p>	<p>In case the response to RfS is submitted by a Consortium/Joint Venture, then the financial requirement is required to be met by the Consortium/Joint Venture members on an aggregate basis.</p>
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48.	45.5	The table is modified as follows:																																																																															
<table border="1"> <thead> <tr> <th data-bbox="379 913 528 1032">Pump Capacity (HP)</th> <th data-bbox="528 913 639 1032">Pump Type</th> <th data-bbox="639 913 831 1032">Pump Position</th> <th data-bbox="831 913 1118 1032">Pump Cooling Category</th> <th data-bbox="1118 913 1474 1032">Controller Type</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 1032 528 1256" rowspan="4">1</td> <td data-bbox="528 1032 639 1106">AC</td> <td data-bbox="639 1032 831 1106">Submersible</td> <td data-bbox="831 1032 1118 1106">Waterfilled/Oil filled/Both</td> <td data-bbox="1118 1032 1474 1106">Normal (Without USPC)</td> </tr> <tr> <td data-bbox="528 1106 639 1151">AC</td> <td data-bbox="639 1106 831 1151">Surface</td> <td data-bbox="831 1106 1118 1151">-</td> <td data-bbox="1118 1106 1474 1151">Normal (Without USPC)</td> </tr> <tr> <td data-bbox="528 1151 639 1225">DC</td> <td data-bbox="639 1151 831 1225">Submersible</td> <td data-bbox="831 1151 1118 1225">Waterfilled/Oil filled</td> <td 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<td data-bbox="528 1962 639 2031">AC</td> <td data-bbox="639 1962 831 2031">Submersible</td> <td data-bbox="831 1962 1118 2031">Waterfilled/Oil filled</td> <td data-bbox="1118 1962 1474 2031">Normal (Without USPC)</td> </tr> </tbody> </table>					Pump Capacity (HP)	Pump Type	Pump Position	Pump Cooling Category	Controller Type	1	AC	Submersible	Waterfilled/Oil filled/Both	Normal (Without USPC)	AC	Surface	-	Normal (Without USPC)	DC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)	DC	Surface	-	Normal (Without USPC)	2	AC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)	AC	Surface	-	Normal (Without USPC)	DC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)	DC	Surface	-	Normal (Without USPC)	3	AC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)	AC	Surface	-	Normal (Without USPC)	DC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)	DC	Surface	-	Normal (Without USPC)	AC	Submersible	Waterfilled/Oil filled	with USPC	AC	Surface	-	with 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			AC	Surface	-	with USPC
			DC	Submersible	Waterfilled/Oil filled	with USPC
			DC	Surface	-	with USPC
		7.5	AC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)
			AC	Surface	-	Normal (Without USPC)
			DC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)
			DC	Surface	-	Normal (Without USPC)
			AC	Submersible	Waterfilled/Oil filled	with USPC
			AC	Surface	-	with USPC
			DC	Submersible	Waterfilled/Oil filled	with USPC
		10	DC	Surface	-	with USPC
			AC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)
			AC	Surface	-	Normal (Without USPC)
			DC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)
			DC	Surface	-	Normal (Without USPC)
			AC	Submersible	Waterfilled/Oil filled	with USPC
			AC	Surface	-	with USPC
		12.5	DC	Submersible	Waterfilled/Oil filled	with USPC
			DC	Surface	-	with USPC
			AC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)
			AC	Surface	-	Normal (Without USPC)
			DC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)
			DC	Surface	-	Normal (Without USPC)
			AC	Submersible	Waterfilled/Oil filled	with USPC
		15	AC	Surface	-	with USPC
			DC	Submersible	Waterfilled/Oil filled	with USPC

			AC	Surface	-	Normal (Without USPC)
			DC	Submersible	Waterfilled/Oil filled	Normal (Without USPC)
			DC	Surface	-	Normal (Without USPC)
			AC	Submersible	Waterfilled/Oil filled	with USPC
			AC	Surface	-	with USPC
			DC	Submersible	Waterfilled/Oil filled	with USPC
			DC	Surface	-	with USPC
49.	46.3	<u>Note:</u> In all cases, matching of Prices will be on individual line items (for a particular State/UT) within the price bid table on total landed cost (including GST) for complete scope of work.	<u>Note:</u> In all cases, matching of Prices will be on individual line items (for a particular State/UT) within the price bid table on total landed cost (exclusive of GST) for complete scope of work.			
50.	51.29	“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS” shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/MI/00/0010/2022-23 Dated 31.12.2022.	“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS” shall mean the “Request for Selection” document issued by SECI along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/MI/00/0010/2022-23 Dated 31.12.2022.			
51.	51.33	“VENDOR” or “SUCCESSFUL BIDDER” or “SELECTED VENDOR” 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 Selected Vendor Project}, or the SPV formed by the selected /Bidding Consortium itself executing t vendor he /consortium for the purpose of setting up of the Project {in case of Project execution through SPV}.	“VENDOR” or “SUCCESSFUL BIDDER” or “SELECTED VENDOR” 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 Selected Vendor Project}.			
52.	Format 7.1	2. Earnest Money Deposit (EMD): - (Please read Clause 11 carefully before filling) as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee/POI] and valid up to.....in terms of Clause 11 of this RfS. (Strike off whichever is not	2. Earnest Money Deposit (EMD): - (Please read Clause 13 carefully before filling) as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee/POI] and valid up to.....in terms of Clause 13 of this RfS. (Strike off whichever is not			

		applicable)	applicable)
53.	Format 7.1	3. We hereby declare that in the event our bid gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clauses 11 & 12 of this RfS, 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.	3. We hereby declare that in the event our bid gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clauses 13 & 14 of this RfS, 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.
54.	Format 7.1	In case of our selection as the Selected Vendor under the scheme and the Project (SPWPS) 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.	Not Used
55.	Format 7.1	<p>Addendum to the clause:</p> <p>12. Alternate Contact Person</p> <p>Details of the representative to be contacted by SECI are furnished as under:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone Nos.:</p> <p>Mobile Nos.:</p> <p>Fax Nos.:</p> <p>Email address:</p>	
56.	Format 7.3A	<p>This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause 11 of this RfS] and shall not be terminable by notice.....</p> <p>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 11 of this RfS]. SECI shall be entitled to</p>	<p>This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause 13 of this RfS] and shall not be terminable by notice.....</p> <p>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 13 of this RfS]. SECI shall be entitled to invoke</p>

		<p>invoke this Guarantee till _____ [insert date of validity in accordance with Clause 11 of this RfS]</p> <p>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 11 of this RfS].</p>	<p>this Guarantee till _____ [insert date of validity in accordance with Clause 13 of this RfS]</p> <p>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 13 of this RfS].</p>
57.	Format 7.3 C	The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SIA and may be assigned, in whole or in part, (whether absolutely or by way of security) by SIA to any entity to whom SIA is entitled to assign its rights and obligations.	Not Used
58.	Format 7.6	This Net Worth has been calculated in accordance with instructions provided in Clause 40.1 of the RfS.	This Net Worth has been calculated in accordance with instructions provided in Clause 42.1 of the RfS.
59.	Format 7.8	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.....	We further declare that we have read the provisions of Clause 40.4 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.....
60.	Format 7.15	<p>Notes:</p> <p>1. Only a single price bid for each line item (i.e., type of pump in each State/UT), cumulative Project capacity quoted by the bidders, shall have to be filled for the online in the Electronic Form provided at the ISN-ETS portal</p>	<p>Notes:</p> <p>1. Only a single price bid for each line item (i.e., type of pump in each State/UT), quoted by the bidders, shall have to be filled for the online in the Electronic Form provided at the ISN-ETS portal</p>
61.	General	FORMAT FOR SUBMISSION OF PRICE BID has to be read as Format 7.16.	
62.	Annexure B	In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 19 of the RfS, failing which the technical bids will not be opened.	In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 21 of the RfS, failing which the technical bids will not be opened.

PRELIMINARY ESTIMATE OF COST OF SPWPS

S. No.	Particulars	Estimated Cost (In Lakhs INR) (exclusive of GST)
1.	System Cost	
	<i>i. Module</i>	
	<i>ii. Pump</i>	
	<i>iii. Controller</i>	
	<i>iv. Module Mounting Structure (MMS)</i>	
	<i>v. Balance of System (BoS)</i>	
2.	Transportation Cost	
3.	Installation Cost	
4.	5-year EMC Cost	
5.	5-year Insurance Cost	
6.	Others (if any)	

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 REGARDING THE DIFFERENT MODELS OF SOLAR WATER PUMPING SYSTEMS SPECIFIED IN THE MNRE SPECIFICATION FOR THE PARTICULAR CATEGORY/TYPE OF THE PUMPS

(To be provided on the letter head of the firm)

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 _____.

Vide this declaration this is to certify that that M/s..... (Name of the Bidder) has all the models(*e.g. Model-5, Model-6 & Model-7, it is mentioned w.r.t. 5HP-AC-Submersible pump*) of the Solar Water Pumping System as specified in the table, category/type-wise of the pumps (5HP-AC-Submersible) as per the MNRE specifications published vide 41/03/2018-SPV Division dated 02.02.2023, for which the firm is participating in the bid for the various state(s) and will furnish the required **test reports** and details of the models specified: Shut Off-Head (meters), Dynamic-Head (meters), Water output (Liters per day), No. of stages in the model, diameter of each stage of the respective model, Diameter of the discharge pipe (in inches) to MNRE and the concerned SIA at the time of signing of agreement with SIA for supply of such pumps.

Table

The details of the different models which are to be supplied by the firm:

S. No.	Type/Category of the pump	Model No. as per MNRE Specification, to be supplied by the firm

I,, on behalf of M/s..... (Name of the Bidder) am aware, without any doubt, that any deviation of the above information with the information provided to SIA/MNRE at the time of signing of agreement would invite penalties such as forfeiture of EMD by SIA and/or blacklisting of firm for the period of 5 years from the date of the issue of the Notice for the blacklisting.

Thanking you,

We remain,
Yours faithfully,

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