

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

**NEW DELHI**

Ref No. SECI/C&P/MI/13/0010/2022-23/Clarification-03

Dated 21-03-2023

<b>Clarification-03 to the 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</b>			
<b>RfS No. SECI/C&amp;P/MI/00/0010/2022-23 dated 31.12.2022</b>			
<b>S. No.</b>	<b>Clause/Article No.</b>	<b>Existing Clause/Article</b>	<b>Clarification/amendment to Clause/Article</b>
<b>Amendments in the RfS document</b>			
	21.1	No documents will be accepted after the due date and time of bid submission. Bank Guarantee against EMD needs to be submitted in both online and offline modes.....	<p><b>No documents will be accepted after the due date and time of bid submission. Bank Guarantee(s) against EMD needs to be submitted in both online and offline modes.</b></p> <p>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 on or before the closing date of bid submission.</p> <p><b>Note:</b> In all cases, the Bank Guarantee/POI against EMD along with DDs/Pay order, shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected....</p>
	16	<p><b>Note:</b></p> <p>Payment shall be made to vendor within 30 days after submission of three copies of invoices to Engineer-in charge, complete in all respect along with 90 days accurate performance data of SPWPS through RMS on State SEDM portal and central portal of PM-KUSUM.</p>	<p><b>Stage-II: Balance 10% on completion of one month from date of completion certificate</b></p> <p>Payment shall be made to vendor within 30 days after submission of three copies of invoices to Engineer-in charge, complete in all respect along with 90 days accurate performance data of SPWPS through RMS on State SEDM portal and central portal of PM-KUSUM.</p>
	Price Bid Schedule (Annexure-D1 & D2)	The excel file annexed as Annexure-D1 and Annexure-D2 of the RfS shall be used for entering the price bid. Duly Signed and scanned copy of the same will be required to be uploaded on the portal).	The excel file annexed as Annexure-D1 and Annexure-D2 of the RfS shall be used for entering the price bid. Duly Signed and scanned copy of the same will be required to be uploaded on the portal).

		<p>Additionally, The filled-out Excel file(s) must also be submitted in envelope-2 of the online bid portal.</p> <p>NOTE: In case of discrepancies between excel and scanned price bid(s), prices mentioned in excel files of Annexure-D1 and D2 shall prevail.</p>	<p>Additionally, The filled-out Excel file(s) must also be submitted in envelope-2 of the online bid portal.</p> <p>NOTE: In case of discrepancies between excel and scanned price bid(s), prices mentioned in excel files of Annexure-D1 and D2 shall prevail.</p> <p><b>For ease of submission of signed and scanned copy of price bid(s), Bidders can only delete the respective state columns in price bid formats (i.e. Annexure-D1 and D2) where bids are not quoted for.</b></p> <p><b>However, No alteration shall be made in filled-out excel files mandatory to be provided along with signed and scanned price bids in envelope-2.</b></p>
18.xvi Attachment	<p>....</p> <p>viii. In support of technical QR criteria, work order copies/Invoices and Completion Certificates shall also be submitted.</p> <p>....</p>	<p>....</p> <p>viii. In support of technical QR criteria, work order copies/Invoices and Completion Certificates shall also be submitted.</p> <p><b>In the case of PV Module Manufacturers, completion certificates must be provided on the letterhead of the buyer to whom the modules have been supplied. The buyer/client must state that the modules are used exclusively for solar water pumping applications.</b></p> <p>.....</p>	
	<p>...</p> <p><b>Technical Bid(First Envelope) ..</b></p> <p>a. 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, 7.15, 7.18 and 7.19 as elaborated in Clause 16 of the RfS.</p>	<p>...</p> <p><b>Technical Bid(First Envelope) ..</b></p> <p>a. 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, 7.15, 7.18 and 7.19 as elaborated in <b>Clause 18</b> of the RfS.</p>	
21.2.II.a	<p>.....</p> <p>ii. Duly signed and stamped strictly as per price bid Format 7.17 of the RfS.</p>	<p>ii. Deleted/Not Used.</p>	
40.10	<p>Registered Proprietorship firms (Governed by the Indian Partnership Act, 1932 or equivalent law/act of respective state) are also allowed as the manufacture of modules, pumps, and controllers or as Page 5 of 52 a System Integrator (SI) to participate under this RfS.</p>	<p>Registered <b>Partnership/Proprietorship</b> firms (Governed by the Indian Partnership Act, 1932 or equivalent law/act of respective state) are also allowed as the manufacture of modules, pumps, and controllers or as a System Integrator (SI) to participate under this RfS.</p>	

# REVISED SAMPLE FORMS & FORMATS FOR BID SUBMISSION

## Format 7.5

### 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), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and **execution of contact agreement with SIA** (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 SIA desires to install SPWPS 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 SPWPS.

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, 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 **will be as under**

Name	Percentage
<b>Member 1</b>	---
<b>Member 2</b>	---
<b>Total</b>	100%

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 Selected Vendor, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SIA 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 Contract Agreement and shall remain valid until the expiration or early termination of the Contract Agreement 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 Contract Agreement 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.

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-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

---

Signature and stamp of Notary of the place of execution

**DECLARATION FOR THE LOCAL CONTENT**

*(To be submitted on the Letter Head of the Bidder/Lead member)*

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidder)*

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 declare that we will be using indigenously manufactured solar panels with indigenous solar cells and modules. Further, we are agreeing to accept and follow Guidelines for the implementation of PM-KUSUM scheme issued by MNRE on 22-07-2019 and its subsequent amendment(s).

**We are aware that in accordance with order no. F. No. 283/22/2019-GRID SOLAR dated 09.02.2021 issued by MNRE, only class-I Local Suppliers' are eligible to bid under this RfS. Also, we have carefully gone through the above mentioned order to understand the whole process and definitions of various terms (Class-I Local Supplier, Local Content etc.) pertaining to above referred order and its supporting appendix and annexures as amended till date.**

Further, we hereby undertake that I/We certify that we/our Collaborator/JV Partner are/is are not being under debar list/undergoing debarment period on account of breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for giving false declarations of local content.

List of imported components used in the manufacturing of solar water pumping system:

S. No.	Item Imported

(Name and Signature of the Authorized Signatory of the bidder/lead member)

**DECLARATION FOR USING SAME MAKE OF EQUIPMENTS AS PER THE TEST  
CERTIFICATE**

*(To be submitted on the Letter Head of the Bidder)*

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidder)*

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 are agreeing to accept that the same make of solar panels, pumps, VFD/inverter/controller for which the test report is to be submitted to the Implementing agency, as per **MNRE's latest revised solar pump testing procedure issued in 2023** and amendments thereof, will be supplied by us.

In case, if some different make of solar panels, pumps, VFD/inverter/controller will be supplied during the implementation or AMC period, we will submit the test report for that particular make component(s). We also agree that such test reports shall be issued by the National Institute of Solar Energy and any other lab accredited by NABL for testing of solar PV water pumping system as per MNRE specifications and testing procedure.

(Name and Signature of the Authorized Signatory)

**DECLARATION FOR SUBMITTING THE TEST CERTIFICATE AS PER MNRE  
TECHNICAL SPECIFICATIONS FOR SOLAR WATER PUMPSETS ISSUED IN 2023**

*(To be submitted on the Letter Head of the Bidder)*

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidder)*

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited  
6<sup>th</sup> 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 are agreeing to accept that the test certificates are to be submitted to the Implementing Agency, reports as per **MNRE's revised** technical specifications and testing procedures issued in **2023(latest)** and amendments thereof, will be submitted by us by 31.07.2023 or before issue of LoA, whichever is later. In failure of which our empanelment will stand cancelled, without any prior intimation. These certificates shall be submitted either in original form or attested copy by the issuing test lab.

(Name and Signature of the Authorized Signatory)

**PRELIMINARY ESTIMATE OF COST OF SPWPS**

**(To be submitted by all the empanelled bidders before signing of Contract Agreement with SIA)**

**Bidder Name:** .....

**State Name:** .....

**Capacity (HP):** .....

**Type (AC/DC):** .....

**Category (Surface/Submersible):** .....

**Controller (without USPC/With USPC):** .....

**Module Type (with DCR Cell/Non-DCR Cell):** .....

<b>S. No.</b>	<b>Particulars</b>	<b>Estimated Cost (In Lakhs INR) (exclusive of GST)</b>
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 bidder or lead member at the time of bid submission)*

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 revised specifications issued in .2023 (latest), 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:

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

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.