

**SOLAR ENERGY CORPORATION OF INDIA LIMITED****NEW DELHI**

Ref No. SECI/C&amp;P/MI/13/0010/2022-23/Amendment-02

Dated 16-03-2023

<b>Amendment-02 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>Amended Clause/Article</b>
<b>Amendments in the RfS document</b>			
1.	3.1 b	Each pump should be marked with Toll Free No. of successful bidder (Toll Free No. shall be affix on controllers and shall be readable for 5 years) operating in English/Hindi and Regional language of respective state and specific pump number and same must have been captured by SIA's web-based application (as per instruction of SIA) at the time of installation at site. During the time of PDI of each component, test reports of equipments, warranty certificates, calibration certificates and any other certificates as specified in the guidelines and specification issued by MNRE should be provided by the bidder.	Each pumping system should be marked with Toll Free No. of the installer (Toll Free No. shall be affix on controllers and shall be readable for 5 years) operating in English and Hindi or Regional language of respective state and specific pump number and same must have been captured by SIA's web-based application (as per instruction of SIA) at the time of installation at site. During the time of PDI, test report of ordered solar pumping system's test report, warranty certificates and structure certificate as specified in the guidelines and specification issued by MNRE should be provided by the bidder.
2.	3.1 c	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.	Test reports can be submitted with the bids. However, the bidders can also submit a self-certificate in the format provided by MNRE with the bids in lieu of test reports for all the models for which the bids are submitted. In case of self-certificate, the bidder will have to submit test reports by 31.07.2023 or at the time of signing of Agreement with SIA, whichever is later. In case of failure of to submit test reports, the empanelment may be cancelled by SECI/MNRE.
3.	3.2 e	Vendors will have to submit installation reports as per given format on weekly basis and Monthly basis to MNRE and SIA.	Vendors will have to submit installation reports as per given format on weekly basis and Monthly basis to MNRE and SIA. These reports can be also submitted through e-mail.

4.	3.2 f	Vendor will have to submit the completion reports of each district to SIA within one week from 100% completion of work as per allocation of each district.	Vendor will have to submit the completion reports of each district to SIA within one week from 100% completion of work as per allocation of each district. These reports can be also submitted through e-mail.
5.	3.2 1	Vendor should submit the prescribed certificate and photographs of each SPWPS installed which must show complete installation setup along with beneficiary pump number etc.	Vendor should submit the prescribed certificate and photographs of each SPWPS installed which must show complete installation setup along with beneficiary pump number etc. These reports can be also submitted through email/web- portal/mobile application.
6.	3.4 a	<b>Addendum to the Clause:</b> Reports can be also submitted through e-mail and the format will be provided by SIA at the time of the issuance of the Notice to Proceed.	
7.	4.5	<b>New Clause:</b> The Selected beneficiary shall not have received any similar benefit from the State or the Central Government.	
8.	11	.....MSME 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.	Not Used/Deleted.
9.	13.7	<b>New Clause:</b> The BG(s) against EMD submitted by bidders for state(s)/UT(s) where the bidder is not empaneled shall be returned within 15 days of publication of empanelment.	
10.	16	<b>Note:</b> 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	<b>Note:</b> 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.

		through RMS on State SEDM portal and central portal of PM-KUSUM.	
11.	18.xvi.iv	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.	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, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement, shall be required to be submitted.
12.	18.xvi Attachment	<p><b>Addendum to the Clause:</b></p> <p>vi. In case of LLP as bidder or member of a consortium, an LLP registration certificate issued by registrar of companies shall also be submitted.</p> <p>vii. In addition, PAN Card and GST registration certificate shall also be submitted.</p> <p>viii. In support of technical QR criteria, work order copies/Invoices and Completion Certificates shall also be submitted.</p> <p>ix. Bidders must submit following documentary evidence that components/SPWPS systems will be manufactured indigenously</p> <ol style="list-style-type: none"> <li>Declaration as per format 7.12.</li> <li>List and pictures of manufacturing and testing facilities.</li> <li>Undertaking that if details provided by bidders are in deviation with provisions of PM-KUSUM Scheme, which may lead to disqualification of bidder.</li> <li>At the time of payment post installation of systems, Vendors must submit copy of excise invoice(s) of the manufacturing unit(s) of Solar PV Module, Pumps, and Controllers.</li> </ol>	
13	21.2.I.a	<p>....</p> <p><b><u>Technical Bid(First Envelope)</u></b></p> <p>..</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 as elaborated in Clause 16 of the RfS.</p>	<p>....</p> <p><b><u>Technical Bid(First Envelope)</u></b></p> <p>..</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>
14	21.2.II.a	<p>....</p> <p><b><u>Financial Bid(Second Envelope)</u></b></p> <p>(a) Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):</p> <ol style="list-style-type: none"> <li>Covering letter as per Format 7.10 of the RfS</li> <li>Duly signed and stamped strictly as per price bid Format 7.16 of the RfS.</li> </ol>	<p>....</p> <p><b><u>Financial Bid(Second Envelope)</u></b></p> <p>(a) Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):</p> <ol style="list-style-type: none"> <li>Covering letter as per Format 7.10 of the RfS.</li> <li>Duly signed and stamped strictly as per price bid Format 7.17 of the RfS.</li> </ol>

15.	21.2.II.b.ii	The above fixed price shall include all costs related to the Scope of Work as per the RfS and Obligations of the Successful Bidder/Selected Vendor. The Bidder shall quote for the entire facilities on a “single responsibility” basis such that the fixed price covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (05 years), inclusive of all taxes.	The above fixed price shall include all costs related to the Scope of Work as per the RfS and Obligations of the Successful Bidder/Selected Vendor. The Bidder shall quote for the entire facilities on a “single responsibility” basis such that the fixed price covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (05 years), <b>exclusive of taxes/GST.</b>
16.	33	In case of any delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing, SIA’s 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 3 % of the total value of the contract.....	In case of any delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing, SIA’s 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 <b>10 %</b> of the total value of the contract.....
17	38.A	<p><b>New Clause:</b></p> <p><b>Abnormally Low Bids</b></p> <p>i. An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.</p> <p>ii. In the event of identification of a potentially Abnormally Low Bid, SECI shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>iii. After evaluation of the price analyses, in the event that SECI determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, SECI shall reject the Bid.</p>	
18.	40.1	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 .....	The Bidder shall be a Company or a Limited Liability Partnership as defined.
19.	40.10	Not Used	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

			a System Integrator (SI) to participate under this RfS.
20.	41.2.v.2	Both members should be a registered as an MSE to claim the benefits provided to the MSE	Not Used/ Deleted
21.	41.2.v.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.	Not Used/ Deleted
22.	46.3	... <b>Note:</b> 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.	Note: In all cases, matching of Prices will be on individual line items (for a particular State/UT) within the price bid table on total cost ( <b>on F.O.R basis, exclusive of GST</b> ) for complete scope of work.
23.	Price Bid Schedule (Annexure-D)	(To be submitted on the Letter Head of the Bidder/ Lead Member of Consortium) The excel file annexed as Annexure-D of the RfS shall be used for entering the price bid. 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).  <b>Additionally, The filled-out Excel file(s) must also be submitted in envelope-2 of the online bid portal.</b>  <b>NOTE:</b> In case of discrepancies between excel and scanned price bid(s), prices mentioned in excel files of Annexure-D1 and D2 shall prevail.

## 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, 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 are submitting our response to the RfS as:

Type of Bidder	Applicability (Yes/No)
Pump/ Pump set Manufacturer	
Solar PV Module Manufacturer	
Solar Pump Controller Manufacturer	
Joint Venture	

In case of Joint Venture:

<b>Lead Bidder</b>	<b>Non-Lead Bidder</b>
EPC/ Pump Manufacturer/ Solar PV Module Manufacturer/ Solar Pump Controller Manufacturer	EPC/ Pump Manufacturer/ Solar PV Module Manufacturer/ Solar Pump Controller Manufacturer

We are submitting application for the installation of SPWPS(s) in following State/UTs: -

<b>S. No</b>	<b>State/UT</b>	<b>Participation (Yes/No) (No/Blank cell will be assumed as No only)</b>	<b>Capacity of Pumps Quoted for (Such as 1HP AC/DC, 2HP AC/DC, 3HP AC/DC, 5HP AC/DC, 7.5 HP AC/DC, 10 HP AC/DC, 12.5 HP AC/DC, &amp; 15 HP AC/DC)</b>
1	Andaman & Nicobar		
2	Andhra Pradesh		
3	Arunachal Pradesh		
4	Assam		
5	Bihar		
6	Chhattisgarh		
7	Delhi		
8	Goa		
9	Gujarat		
10	Haryana		
11	Himachal Pradesh		
12	Jammu & Kashmir		
13	Jharkhand		
14	Karnataka		
15	Kerala		
16	Ladakh		
17	Lakshadweep		
18	Madhya Pradesh		
19	Maharashtra		
20	Manipur		
21	Meghalaya		
22	Mizoram		
23	Nagaland		

24	Odisha		
25	Puducherry		
26	Punjab		
27	Rajasthan		
28	Sikkim		
29	Tamil Nadu		
30	Telangana		
31	Tripura		
32	Uttarakhand		
33	Uttar Pradesh		
34	West Bengal		

1. We give our unconditional acceptance to the RfS, dated ..... [Insert date in dd/mm/yyyy], issued by SECI. In token of our acceptance to the RfS along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. Further, we confirm that the SPWPS shall be installed within the deadline as per panel provisions of scheme guidelines and RfS.

2. Earnest Money Deposit (EMD): - (Please read Clause 13 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 13 of this RfS. (Strike off whichever is not applicable)

3. We hereby declare that in the event our bid get 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.

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 SPWPS 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, in the event of our selection as Selected Vendor.
7. Not Used
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
11. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (*Insert date in dd/mm/yyyy*) for acceptance [i.e., a period up to the date as on 12 months from the last date of submission of response to RfS].

**12. Contact Person**

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

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

**Alternate Contact Person**

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

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

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

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 Selected Vendor, this Power of Attorney shall remain valid, binding and irrevocable until 05 years from installation.

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: .....

List 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*] for State/UTs declared in Format 7.1, 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 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*], 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 13 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 13 of this RfS*]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date of validity in accordance with Clause 13 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 13 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*] for the State/UTs declared in Format 7.1, 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 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*], 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 Selected Vendor, to make any claim against or any demand against the SPV/Vendor or to give any notice to the SPV/Vendor;
  - (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 Selected Vendor;
  - (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 Vendor') submitting the response to RfS inter alia for ..... [*Insert title of the RfS*] for the State/UTs declared in Format 7.1, 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 executers, administrators, successors and assignees) issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected Vendor*) as per terms of RfS, 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 SIA at \_\_\_\_\_ [*Insert Name of the Place from the address of the SIA*] forthwith on demand in writing from SIA 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 Vendor*].

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..... SIA shall be entitled to invoke this Guarantee till .....

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [*Insert name of the selected Vendor*] and/ or any other person. The Guarantor Bank shall not require SIA to justify the invocation of this

BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SIA 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 SIA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Vendor, to make any claim against or any demand on the selected Vendor or to give any notice to the selected Vendor or to enforce any security held by SIA or to exercise, levy or enforce any distress, diligence or other process against the selected Vendor.

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 SIA 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), [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 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 in the issued equity share capital of the Vendor is/shall be in the following proportion:

<b>Name</b>	<b>Percentage</b>
<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

**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 42.1 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:

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

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

**Exhibit (ii): Applicable in case of Bidding Consortium****(To be filled by each Member in a Bidding Consortium separately)****Name of Member:** *[Insert name of the Member]*

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

<b>Name of Consortium Member Company</b>	<b>Name of Affiliate(s) whose net worth is to be considered</b>	<b>Relationship with Bidding Company* (If any)</b>	<b>Net Worth (in Rs. Crore)</b>	<b>Equity Commitment (in %age) in Bidding Consortium</b>
<b>Company 1</b>				
<b>Company 2</b>				
<b>Total</b>				

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, 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 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:

<b>Name of Bidding Company</b>	<b>Name of Affiliate(s) whose AT is to be considered</b>	<b>Relationship with Bidding Company *</b>	<b>AT (in Rs. Crore) FY 2017-18</b>	<b>AT (in Rs. Crore) FY 2018-19</b>	<b>AT (in Rs. Crore) FY 2019-20</b>	<b>AT (in Rs. Crore) FY 2020-21</b>	<b>AT (in Rs. Crore) FY 2021-22</b>
<b>Company 1</b>							
<b>Total</b>							

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

**Exhibit (ii): Applicable in case of Bidding Consortium****(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member:** *[Insert name of the Member]*

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 AT is to be considered	Relationship with Bidding Company* (If Any)	AT (in Rs. Crore) FY 2017-18	AT (in Rs. Crore) FY 2018-19	AT (in Rs. Crore) FY 2019-20	AT (in Rs. Crore) FY 2020-21	AT (in Rs. Crore) FY 2021-22	Equity Commitment (in %age) in Bidding Consortium
Company 1								
Company 2								
<b>Total</b>								

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the Profitability Criteria, by demonstrating a Profitability of INR \_\_\_\_\_ (\_\_\_\_\_ in words) for the two Financial Years, namely \_\_\_\_\_ and \_\_\_\_\_.

**Exhibit (i): Applicable in case of Bidding Company**

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

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company *	PBDIT (in Rs. Crore) FY 2017-18	PBDIT (in Rs. Crore) FY 2018-19	PBDIT (in Rs. Crore) FY 2019-20	PBDIT (in Rs. Crore) FY 2020-21	PBDIT (in Rs. Crore) FY 2021-22
Company 1							
<b>Total</b>							

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

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

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member: [Insert name of the Member]**

For the above calculations, we have considered Profitability by Member in Bidding Consortium and/or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT# is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (in Rs. Crore ) FY 2017-18	PBDIT (in Rs. Crore ) FY 2018-19	PBDIT (in Rs. Crore ) FY 2019-20	PBDIT (in Rs. Crore ) FY 2020-21	PBDIT (in Rs. Crore ) FY 2021-22	Equity Commitment (in %age) in Bidding Consortium
Company 1								
Company 2								
<b>Total</b>								

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

# PBDIT: Profit before Depreciation Interest and Taxes

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Membership No.**

**Regn. No. of the CA’s Firm:**

**UDIN:**

**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 including but not limited to cancellation of our response to this RfS and LoA, 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 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 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 price 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 including but not limited to cancellation of our response to this RfS and LoA, 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 40 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 price 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 23<sup>rd</sup> 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<sup>#</sup> 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 Price Bid/Financial Proposal for selection of my/our firm, in line with the Price Bid Schedule enclosed herewith.

I/We have applied for SPWPS to be set up in State/UTs \_\_\_\_\_ *(insert State/UT 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.

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 line item (i.e., type of pump for each State/UT), there can be only one price applied for by the Bidder. If the bidder quotes two prices or combination thereof for the line item, 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. *Price 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. *Price should be in Indian Rupee up to two decimal places only.*

**DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP  
ETC.**

*(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 hereby confirm that we are not on Banning List by SECI or Public Sector Project Management due to poor performance or Corrupt/ Fraudulent/ Collusive/ Coercive Practices or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency(ies) are on banning list of SECI or the Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or bankruptcy.

In case it comes to the notice of SECI that we have given wrong declaration in this regard, the same shall be dealt as Fraudulent Practices and we shall be banned by SECI for a period which shall be decided by SECI on case-to-case basis, subject to minimum period of banning being 06 months from the date of issuance of banning order.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to SECI by us.

(Name and Signature of the Authorized Signatory)

**DECLARATION FOR THE LOCAL CONTENT**

*(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 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).

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:

<b>S. No.</b>	<b>Item Imported</b>

(Name and Signature of the Authorized Signatory)

Signature of Supplier with Stamp

UDIN.....

**Format 7.13**

**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 solar pump testing procedure 2019 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 2019**

*(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 technical specifications and testing procedures issued in 2019 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)

**CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION VIDE FILE**

**NO. 1(10)/2017-CLES dt. 02.07.18**

*(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,

This is to certify that the products/items being offered/ quoted against RfS No. .... dated ..... by M/s ..... meet the definition of domestically manufactured/ produced Cyber Security Products as per Para 4 of MeitY notification vide File no. 1(10)/2017-CLES dt. 02.07.18 and the bidder shall strictly abide by all provisions of the subject notification.

Thanking you,

Yours faithfully,

Signature (Statutory Auditor or Cost Auditor)

.....

Printed Name.....

UDIN.....

Seal.....



**FORMAT FOR SUBMISSION OF PRICE BID**

**Not used/Deleted**

**PRELIMINARY ESTIMATE OF COST OF SPWPS**

*(To be submitted along with the Price bid only during bid submission)*

<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)*

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:

<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.

**SELF-CERTIFICATE IN LIEU OF TEST CERTIFICATE(S) FOR SOLAR WATER PUMPING SYSTEMS**

*(To be provided on the letter head of the bidder)*

**REFER TO THE NIT/BID DOCUMENT NO.:** \_\_\_\_\_

From:

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I, ....., on behalf of M/s..... (Name of the bidder) certify that M/s..... (Name of the bidder) who are currently not having test certificate(s) as per Solar Water Pumping System specifications published by MNRE vide 41/03/2018-SPV Division dated 13.03.2023 for the solar pump model(s) as specified in the table below, will submit the required test certificate(s) as per the above-mentioned specification to the concerned State Implementing Agency latest by 31.07.2023.

In event of failure to submit the required test certificate(s) for the specified model(s) by 31.07.2023, I am aware, without any doubt, that the empanelment of M/s..... (Name of the bidder) under the referred tender will stand cancelled and EMD deposited by the firm would be forfeited.

**Table**

The details of the different model(s) for which test certificate(s) is/are not currently available with the bidder and same will be submitted by 31.07.2023:

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

Signature of supplier with stamp

Name of Authorized Signatory and Designation: -