



**Solar Energy Corporation of India  
(A Government of India Enterprise)**

**REQUEST FOR SELECTION (RfS) DOCUMENT  
FOR  
750 MW GRID CONNECTED  
SOLAR PHOTO VOLTAIC PROJECTS  
UNDER JNNSM PHASE II BATCH-I**

RfS No. SECI/JNNSM/SPV/P-2/B-1/RfS/102013

Dated: 28<sup>th</sup> October, 2013

**ISSUED BY**

**Solar Energy Corporation of India  
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# INDEX

<b>Section</b>	<b>Contents</b>	<b>Page No.</b>
<i>Section-1</i>	Introduction, Background & Scheme details	3
<i>Section-2</i>	Definitions	9
<i>Section-3</i>	Bid information and Instructions to Bidders	14
<i>Section-4</i>	Evaluation Criteria	39
<i>Section-5</i>	Other provisions	43
<i>Section-6</i>	Forms for submission of Bids	45
<i>Annexure-A</i>	Performa for filling the Bidder's estimated Project cost	75
<i>Annexure-B</i>	Technical Parameters for meeting Technical eligibility	76
<i>Annexure-C</i>	Check list for BG	84
<i>Annexure-D</i>	List of acceptable Banks for issue of BG	85
<i>Appendix-A</i>	Standard Power Purchase Agreement*	-----
<i>Appendix-B</i>	Standard VGF Securitization Agreement*	-----

\*To be uploaded shortly on the website [www.seci.gov.in](http://www.seci.gov.in)

DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **twenty (20) days from the date of notification of RfS/ Issue of the RfS documents**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India (SECI) reserves the right to modify, amend or supplement this RfS document including PPA and VGF securitization agreement.
3. While this RfS has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 28.10.2013

## Bid Information at a glance

<b>Document Description</b>	RfS document for Selection of “750 MW Grid Connected Solar PV Projects under JNNSM Phase-II Batch-I ”
<b>RfS No.&amp; Date</b>	SECI/JNNSM/SPV/P-2/B-1/RfS/102013 Dtd: 28/10/2013
<b>Broad Scope</b>	Setting up of Solar PV Projects in India on “Build Own Operate” basis and sell the Solar Power to SECI.
<b>Pre-bid Conference / Clarification Meeting</b>	19/11/2013 at 11.30 Hrs (Venue will be notified later in SECI website)
<b>Last date &amp; Time of Submission of Response to RfS</b>	28/12/2013 (10.30 Hrs)
<b>Bid Opening (Techno-Commercial)</b>	28/12/2013 (12.30 Hrs)
<b>Cost of RfS Document (non-refundable)</b>	Rs. 15000/- (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of “Solar Energy Corporation of India”, payable at New Delhi)
<b>Processing Fee (non-refundable)</b>	Rs. 1 Lakh / Project up to 20 MW capacity and Rs. 2 lakh / Project above 20 MW capacity, to be submitted in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India”, payable at New Delhi.
<b>EMD</b>	Earnest Money @ Rs. 10 Lakh / MW / Project is to be submitted in the form of Bank Guarantee along with the Response to RfS.
<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	<b>AGM (Contracts)</b> <b>Solar Energy Corporation of India</b> 4 <sup>th</sup> Floor, Tower-1, Pushp Vihar, Sector V, Saket New Delhi-110017 Tel No. 011-71989251 / 29563835, Fax: 29563834 Email – <a href="mailto:contracts@seci.gov.in">contracts@seci.gov.in</a>

<p><b>Details of persons to be contacted in case of any assistance required</b></p>	<ol style="list-style-type: none"> <li>1) Mr. Remesh Kumar.K GM (CP&amp;M), Ph: 011-71989224 Email: <a href="mailto:kumarramesh@seci.gov.in">kumarramesh@seci.gov.in</a></li> <li>2) Mr. Abhinav Kumar Sr. Engineer (Commercial) Ph: 011-71989237, 09911645489 Email: <a href="mailto:abhinavkumar@seci.gov.in">abhinavkumar@seci.gov.in</a></li> <li>3) Mr. Pratik Prasun Sr. Engineer (Business Development) Ph: 011-71989236, 09891768303 Email: <a href="mailto:pratikpr@seci.gov.in">pratikpr@seci.gov.in</a></li> </ol>
<p><b><u>Important Note:</u></b> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites <a href="http://www.seci.gov.in">www.seci.gov.in</a> and <a href="http://www.mnre.gov.in">www.mnre.gov.in</a>. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.</p> <p>All the information related to this RfS shall be updated in the tab “Phase II Batch I” under the JNNSM Section of the website <a href="http://www.seci.gov.in">www.seci.gov.in</a>.</p>	

# **Section 1**

## **INTRODUCTION, BACKGROUND & SCHEME DETAILS**

# 1. Introduction, Background & Scheme Details

## 1.1. INTRODUCTION

- 1.1.1. Solar Energy Corporation of India (hereinafter called “SECI”) is a Government of India Enterprise registered under Section-25 of the Companies Act, 1956, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.1.2. SECI has been designated as implementing agency by MNRE for implementation of **“750 MW Grid Connected Solar Power Projects under JNNSM Phase-II, Batch-I”**. MNRE has already issued the guidelines for implementation of said scheme and has uploaded the guidelines on the MNRE’s website, [www.mnre.gov.in](http://www.mnre.gov.in). This Request for Selection document (hereinafter called RfS) has been prepared in line with the guidelines issued by MNRE.
- 1.1.3. As part of JNNSM Phase-II Batch-I, SECI wishes to invite proposals for setting up of grid connected Solar PV Projects in India on “Build Own Operate” basis for an aggregate capacity of 750 MW. Projects selected based on this RfS shall be given “Viability Gap Funding” in line with terms and conditions of this RfS. SECI shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of solar power selected for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 1.1.4. The bidding process under this scheme is divided in to two parts: Part-A & Part-B. Bidders can apply for Projects either under Part-A (DCR) - 375 MW or Part-B (Open)-375 MW or Both Part-A & Part-B. The difference between Part-A (DCR) & Part-B (Open) is that for Projects under Part-A, the conditions of “Domestic Content Requirement” as specified in Section-3, Clause-3.7E is applicable only in case of Projects under Part-A of this RfS document.

## 1.2. BACKGROUND

- 1.2.1. The Jawaharlal Nehru National Solar Mission is a major initiative of the Government of India with active participation from States to promote ecologically sustainable growth while addressing India's energy security challenge. It will also constitute a major contribution by India to the global effort to meet the challenges of climate change.
- 1.2.2. The objective of the Mission is to establish India as a global leader in solar energy by creating the policy conditions for its large scale diffusion across the country as quickly as possible. The Mission has set a target, amongst others, for deployment of grid connected solar power capacity of 20,000 MW by 2022 to be achieved in 3 phases (cumulative target of 1100 MW at the end of the 1<sup>st</sup> phase i.e. up to 2012-13, cumulative target of 10,000 MW at the end of the 2<sup>nd</sup> phase i.e. from 2013 to 2017 and cumulative target of 20,000 MW by the end of the 3<sup>rd</sup> phase i.e. from 2017 to 2022).
- 1.2.3. In the Phase 1 of the Mission, 950 MW solar power projects were selected in two batches (batch-I during 2010-11 and batch-II during 2011-12) through a process of reverse bidding. NTPC Vidyut Vyapar Nigam Limited (NTPC) was appointed as the nodal authority for purchase of power from developers and further sale to distribution utilities/ Discoms after bundling with power from unallocated quota of power from coal based stations of NTPC on equal capacity basis. A total capacity of 420 MW has been commissioned under these batches by the end of Phase-1. In addition, a capacity of 50.5 MW under migration scheme, 88.8 MW under IREDA-GBI scheme and 21.5 MW under old Demonstration scheme has been commissioned, taking the total capacity commissioned to 680.80 MW.
- 1.2.4. MNRE has been exploring various models for Implementation of JNNSM Phase-II like Viability Gap Funding, Bundling scheme and Generation Based Incentive (GBI) scheme etc. **For JNNSM Phase-II, Batch-I, MNRE has finalized the scheme based on "Viability Gap Funding (VGF)".**

## 1.3. DETAILS OF VIABILITY GAP FUNDING IN JNNSM PHASE-II: BATCH-I

- 1.3.1. Solar Power Developers (hereafter referred to as SPDs) selected by SECI based on this RfS, shall set up Solar PV Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document, standard Power Purchase Agreement (PPA) and suitable Viability Gap Funding (VGF) Securitization Agreement. Both PPA and VGF Securitization Agreement shall be uploaded shortly on the website [www.seci.gov.in](http://www.seci.gov.in).
- 1.3.2. SECI shall enter into PPA with successful SPDs for a period of 25 years from the date of commissioning. The tariff to be paid to the successful SPD by SECI is fixed at Rs.5.45 per kWh. In case the benefit of accelerated



depreciation is availed for a project, the tariff shall be Rs.4.75 per kWh. These tariffs will remain fixed for the entire period of PPA.

- 1.3.3. The successful SPDs shall be provided a VGF based on his bid. The upper limit for VGF is 30% of the project cost or Rs.2.5 Cr./MW/project, whichever is lower. The Bidder will be required to indicate his preliminary estimate of project cost as per format in **Annexure-A**. The project cost will be as per the Bidder's own estimation and declaration at the time of bidding, which will be finally confirmed by his own declaration at the time of financial closure and will be considered for provision of VGF as per the above specified limit.

**Note:** Actual disbursement of VGF to the selected SPDs will be based on the VGF/MW/Project indicated in their bids or 30% of the "Completed Project cost", whichever is lower. After completion of the Project, the selected SPDs shall furnish the final audited completed Project Cost, duly certified by a Chartered Accountant, not later than 2 years from the date of commissioning. In this regard, in case of any difference between VGF sanctioned by SECI based on the bid submitted by the successful Bidder and 30% of the final completed Project cost, necessary adjustments in the release of VGF shall be made by SECI in the subsequent instalments of VGF disbursement. Bidders may also please note that for whatsoever reasons, the eligibility of the VGF of a SPD selected based on this RfS, shall not exceed the amount of VGF sought by the Bidder in their bid submitted in response to this RfS.

- 1.3.4. The successful SPD shall have to put his own equity of at least Rs.1.5 Cr./MW. The remaining amount can be raised as loan from any source by the SPD.
- 1.3.5. The VGF when paid by SECI may be used to return part of the loan or SPD contribution (in excess of Rs.1.5 Cr./MW) or a combination thereof as the case may be. SECI will issue a letter confirming sanction/grant of VGF so that the SPD is able to achieve financial closure for full amount if required at the time of signing of PPA.
- 1.3.6. The VGF will be released by SECI to selected SPDs in six tranches as follows:
- i) 50% on successful commissioning of the full capacity of the Project (COD). A Project shall be declared as "commissioned" after issuance of final commissioning certificate of the Project by SECI as per the provisions described in Clause 3.14 of this RfS.
  - ii) Balance 50% shall be paid progressively over the next 5 years subject to the plant meeting requirements of generation (CUF within range specified in Clause 3.8.(i) of this RfS) as detailed under:
    - a) At the end of 1st year from COD – 10%;

- b) At the end of 2nd year from COD – 10%;
- c) At the end of 3rd year from COD – 10%;
- d) At the end of 4th year from COD – 10%;
- e) At the end of 5th year from COD – 10%;

(**COD**: Date of Commissioning of full capacity of the project)

- iii) If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, SECI will have a right to get refund of VGF on pro-rata basis and if not paid by the SPD, then a claim on assets equal to the value of VGF released, *on pro-rata basis as specified hereunder*.

Year of default (From <b>COD</b> )	SECI's right to refund of VGF/ Claim on assets (% of VGF paid)
Up to 5 yrs.	: 100%
5-6 year	: 90%
6-7 year	: 80%
7-8 year	: 70%
8-9 year	: 60%
9-10 year	: 50%
10-11 year	: 40%
11-12 year	: 30%
12-13 year	: 25%
13-14 year	: 23%
14-15 year	: 21%
15-16 year	: 19%
16-17 year	: 17%
17-18 year	: 15%
18-19 year	: 13%
19-20 year	: 11%
20-21 year	: 9%
21-22 year	: 7%
22-23 year	: 5%
23-24 year	: 3%
24-25 year	: 1%

- iv) If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year as per provision under Clause 3.15 of this RfS), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.
- v) In case the lending institution exercises its right to step-in or take-over the project, SECI will also have the right to step-in along with the lending

institutions to reclaim VGF in accordance with Clause 1.3.6.(iii) or hand over the project to another party for operation.

- vi) Appropriate mechanism for securitization of VGF shall be finalized by SECI and the same shall be uploaded shortly on the website [www.seci.gov.in](http://www.seci.gov.in).

#### **1.4 SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS SCHEME**

1.4.1 The Projects to be selected under this scheme for aggregate capacity of 750 MW, provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film or CPV, with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

1.4.2 Already commissioned Projects cannot be considered under this scheme. Projects under construction or Projects which are not yet commissioned will, however, be considered, subject to the condition that such Projects are not already accepted in any other Central/State schemes.

#### **1.5 MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME**

1.5.1 This RfS document has been prepared based on the guidelines issued by MNRE under the Title “**Jawaharlal Nehru National Solar Mission Phase-II, Guidelines for Implementation of Scheme for Setting up of 750 MW Grid-connected Solar PV Power Projects under Batch-I**”, dated 25.10.2013 which is uploaded on the web site of MNRE, [www.mnre.gov.in](http://www.mnre.gov.in). These guidelines and their elaborations / clarifications form the basis for selection of new Projects under Phase-II, Batch-I of JNNSM. In case of any difference in interpretation between this RfS document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/SPD and SECI.

# **Section 2**

# **DEFINITIONS**

## Section 2

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

### **Definitions**

**“Affiliate”** shall mean a Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six percent) of the voting rights of the other Company;

**“Bidder”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

**“Bidding Company”** shall refer to such single Company that has submitted the response in accordance with the provisions of this RfS;

**“Bidding Consortium” or “Consortium”** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS;

**“Capacity Utilization Factor (CUF)”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

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

**“Company”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

**“Commercial Operation Date (COD)”** shall mean the actual commissioning date of respective Unit(s) of the Power Project where upon the SPD starts injecting power from the Power Project to the Delivery Point;

**“Contracted capacity”** shall mean the capacity in MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project;

**“Contract Year”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) in the financial year in which the Scheduled Commissioning Date would occur,

the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

**“Controlling shareholding”** shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsorily and mandatorily convertible Preference shares/Debentures) in the Company/Consortium;

**“Effective Date”** shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

**“Financial Closure or Project Financing Arrangements”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan;

**“Group Company”** of a Company means (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise. However, above mentioned provisions are not applicable in case of Public Sector Undertakings/Enterprises;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

**“Inter-connection point / Delivery / Metering Point”** shall mean the point at 33kV or above where the power from the solar power Project is injected into the CTU/STU/ transmission system (including the dedicated transmission line connecting the solar

power Project with the CTU/STU system). Metering shall be done at this interconnection point where the power is injected into the CTU/STU system, i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

**“Lead Member of the Bidding Consortium” or “Lead Member”:** There shall be only one Lead Member, having the largest shareholding of more than 50% in the Bidding Consortium and cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;

**“Letter of Intent” or “LOI”** shall mean the letter issued by Solar Energy Corporation of India (SECI) to the Selected Bidder for award of the Project;

**“Limited Liability Partnership” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

**“Member in a Bidding Consortium” or “Member”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

**“Parent”** shall mean a Company, which holds at least more than 50% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

**“Pooling Point”** shall mean a point where more than one solar PV Projects may connect to a common transmission line built and operated by the SPD or any third party or by STU on behalf of the SPD. This common transmission line shall further connect with the interconnection/metering point. In this case, metering will be done at the Interconnection point along with subsidiary meters at the pooling point to determine the generation by each Project;

**“PPA”** shall mean the Power Purchase Agreement signed between the successful SPD and SECI according to the terms and conditions of the standard PPA enclosed with this RfS;

**“Power Project” or “Project”** shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Metering Point or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line upto the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI;

**"Project Company"** shall mean the Company incorporated by the Bidder as per Indian Laws for the implementation of Project selected based on this RfS;

**"RfS document"** shall mean the bidding document issued by SECI including all attachments vide RfS no. SECI/JNNSM/SPV/P-2/B-1/RfS/102013 dated 28.10.2013;

**"SECI"** shall mean Solar Energy Corporation of India, a Company incorporated under section 25 of the Companies Act 1956;

**"Selected Bidder or Successful Bidder"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

**"Solar PV Project"** shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

**"Solar Power Developer"** (SPD) shall mean the eligible Bidder who has been selected based on this RfS issued by SECI for execution of SPV Projects under part of JNNSM Phase-II, Batch-I;

**"Technology Partner"** shall mean an entity from which the Bidder proposes to take technology support. This entity can be a Member in more than one Bidding Consortium provided that it does not have more than 10% of equity commitment in each Consortium;

**"Trading Margin"** shall mean the margin on sale of solar power to State Utilities/Discoms/other Bulk Consumers as fixed by MNRE under this scheme, subject to CERC applicable Regulations in this regard;

**"Ultimate Parent"** shall mean a Company, which owns at least more than fifty percent (50%) equity either directly or indirectly in the Parent and Affiliates;

**"Viability Gap Funding (VGF)"** shall mean the fund which will be disbursed to the successful Bidder as per terms and conditions of this RfS document in line with the appropriate VGF securitization mechanism.



## **Section 3**

# **BID INFORMATION AND INSTRUCTION TO BIDDERS**

## Section 3

### **BID INFORMATION AND INSTRUCTIONS TO BIDDERS**

#### **3.1. Obtaining RfS Document, Cost of documents & Processing Fees**

- a) The RfS document can be downloaded from the website of SECI, [www.seci.gov.in](http://www.seci.gov.in) and/or MNRE's website [www.mnre.gov.in](http://www.mnre.gov.in) from 28<sup>th</sup> October, 2013. Cost of the RfS document is Rs.15000/-. Bidders shall have to submit the cost of RfS document along with the bids in the form of DD/Pay order payable in favour of "**Solar Energy Corporation of India**", payable at New Delhi.
- b) Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee of Rs. 1 Lakh for each Project up to 20 MW capacity and of Rs. 2 Lakh for each Project above 20 MW capacity, in the form of DD / Pay Order payable in favour of "**Solar Energy Corporation of India**", payable at New Delhi. A bidding Company / Consortium will be eligible to participate in the bidding process only on submission of Bid processing fee and cost of RfS documents.

#### **3.2 Bid Submission date and Bid Opening date**

The Bidders shall submit their Project proposals (Both Techno-Commercial and Financial Bid together in separate sealed envelopes) in line with this RfS document. The last date for submission of bids is 28<sup>th</sup> December, 2013 at 10.30 Hr. No bids shall be accepted after the date and time mentioned above. Techno-Commercial bids shall be opened on 28<sup>th</sup> December, 2013 at 12.30 Hrs. Date of opening of financial bids shall be notified on SECI's website after short listing of eligible Bidders based on the evaluation of Techno-Commercial bids.

#### **3.3 Total Capacity Offered, Project Scope and Technology selection**

Selection of Solar PV Projects for capacity up to 750 MW is envisaged under JNNSM Phase-II, Batch-I, consisting of Part-A (DCR)- 375 MW and Part-B (Open)- 375 MW. In Part-A (DCR), the solar cells and modules to be used in the solar plant shall be made in India as detailed in Clause 3.7 E. For Part-B (Open), the above mentioned condition will not be applicable. Under this scheme, the SPD shall set up Solar PV Project(s) including the transmission network up to the Delivery Point in line with Clause 3.7D, at its own cost and in accordance to the provisions of this RfS document. All permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPD. The Projects to be selected under this scheme provide for deployment of PV Technology. However, the selection of Projects would be technology agnostic within PV technology and Crystalline silicon or Thin film or CPV, with or without Trackers can be installed.

### 3.4 Waiting List

After the allocation of aggregate capacity of 750 MW, a waiting list of up to 100 MW shall be maintained by SECI up to the date of "Financial Closure". SECI shall allocate Projects to the waiting list Bidders after approval of the capacity to be allocated by MNRE. The Bidders who agree to be in the waiting list and who agree for retaining their EMD- BGs by SECI shall only be considered in the waiting list. Bidders who wish to keep their Project(s) in waiting list shall give a declaration in the covering letter as per Format 6.1. In the absence of such a declaration, it shall be construed that such Bidders are not willing to get included in the waiting list and therefore, they shall not be considered for the same.

Further, if the Bidders wishing to be in the waiting list (based on their declaration submitted in the response to RfS), opt out after the selection process of 750 MW capacity is over, then SECI shall forfeit the EMDs of such Bidders.

### 3.5 Capacity of each Project

Solar power Projects are required to be designed for inter-connection with transmission network of STU/CTU/any other transmission utility at voltage level of 33 kV or above. Given this requirement, the Project capacity shall be at least 10 MW and the maximum capacity of the Project shall be up to 50 MW. The Project capacity shall remain in multiples of 10 MW. The SPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-B.

**Note:** The provision of Project capacity in multiples of 10 MW mentioned above shall not be applicable in case SECI allots a Project to a SPD having a capacity less than 10 MW.

### 3.6 Maximum Eligibility for Project capacity allocation for a Bidder

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

- 3.6.1 The total capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent-or any Group Company shall be limited to **100 MW, out of the total capacity of 750 MW** to be added under Phase-II Batch-I. The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company shall be **eligible to get a maximum of five (5) projects** at different locations subject to a maximum aggregate capacity of 100 MW in both the categories put together.
- 3.6.2 A Bidder can submit their Project proposals in Part-A or Part-B or both subject to conditions specified in 3.6.1.
- 3.6.3 A Bidder shall be allowed to bid for a maximum total capacity of 100 MW each in both the categories. Further, the Bidder is allowed to quote for a maximum of five (5) projects in each category. In case the total combined capacity bid under both

categories exceeds 100 MW, the Bidder will indicate upfront in their Bid their project-wise preference for allotment of that project under Part-A (DCR) and Part-B (Open) category. This preference should cover all the project proposals in both the categories. **However, while giving order of preference for the Projects covering both categories at the time of bidding, the Bidders shall indicate preference strictly in the ascending order of VGF sought for each Project in respective categories.** The Projects will be allotted in strictly the same order of preference subject to available capacity in that category, till the total allotted capacity to that Bidder reaches 100 MW.

- 3.6.4 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of Projects is elaborated in Clause 4.1B.
- 3.6.5 The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company shall submit one single application in the prescribed formats as detailed in Clause 3.17 giving details of all the Projects at multiple locations.
- 3.6.6 In case the Bidder wishes to set up more than one Project in the same location, then the Projects would need to be physically identifiable with separate boundary wall, separate metering and Project capacity

### **3.7 Qualification Requirements**

Short-listing of Bidders will be based on meeting the General, Financial and Technical Qualification Requirements specified below:

#### **A. General eligibility**

- i. Companies incorporated in India under the Companies Act 1956 or Companies act, 2013 as applicable.
- ii. Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, Indian 1956 or Companies Act, 2013 as applicable, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project.
- iii. A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. But before signing of PPA it has to form an Indian Company registered under the Indian Companies Act, 1956 or Companies Act, 2013 as applicable, keeping the original shareholding of the Bidding Company/Consortium unchanged.
- iv. A Company which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV). However the SPV has to be registered under the Indian Companies Act, 1956

or Companies Act, 2013, as applicable before signing of PPA keeping the original shareholding of the Bidding Company unchanged. In case applications for multiple projects have been made by a Company, separate Project Company can be formed for each project.

- v. Limited Liability Companies (LLC) shall be eligible subject to the condition that such Companies are able to demonstrate the net worth requirement in the company's name only. Net worth of Individuals/ Partners shall not be considered for meeting the net worth requirement. Such Bidders shall have to submit the net worth certificate in line with requirement stipulated in Clause 3.7.B, in the name of the Limited Liability Company at the time of submission of their bids. In case such a Bidder is not able to submit net worth certificate in line with the above, their bids shall be summarily rejected by SECI. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to infuse the minimum net worth requirement in line with the requirement stipulated in Clause 3.7.B given below, into the company registered in India. In case LLC fails to incorporate as an Indian company before signing of PPA or unable to demonstrate infusion of net worth in to the Company registered in India or not able to sign PPA with SECI, EMD of such Bidders shall be forfeited.
- vi. Limited Liability Partnership (LLPs) are not eligible for participation.

## B. Financial Eligibility Criteria

### Net Worth

- i. The Net Worth of the bidding Company/ Bidding consortium should be equal to or greater than the value calculated at the rate of **Rs. 2 Crore or equivalent US\$ per MW** of the Project capacity **up to 20 MW**. For every MW additional capacity beyond 20 MW, **additional net worth of Rs. 1 Crore per MW or equivalent US\$ per MW** would need to be demonstrated.
- ii. For Bidders submitting Proposals under both Part-A and Part-B, the “Net Worth” required in line with eligibility criteria stipulated above in Clause 3.7 B (i), will be evaluated considering their combined bids submitted under Part-A and Part-B.

<b>Illustration for meeting Net Worth:</b>		
a) Consider a bidding Company-A submits three Project proposals in the following lines		
<b>Capacity quoted by the Company-A</b>	Under Part-A	<b>Project X: 20 MW</b>
		<b>Project Y: 30 MW</b>
	Under Part-B	<b>Project Z: 50 MW</b>

<b>Net Worth required to be demonstrated by the Company-A will be</b>	$(20 \times \text{Rs.}2,00,00,000) + (80 \times \text{Rs } 1,00,00,000 ) = \text{Rs. } 120,00,00,000/- (\text{Rs. One Hundred and Twenty Crores only})$	
b) Consider two bidding Companies Company B & Company C (which are linked as affiliate or Parent or Group companies) which submit three Project proposals in the following lines		
<b>Capacity quoted by the Company-B</b>	Under Par- A	<b>Project X: 30 MW</b>
<b>Capacity quoted by the Company-C</b>	Under Part-A	<b>Project Y: 30 MW</b>
<b>Capacity quoted by the Company-C</b>	Under Part-B	<b>Project Z: 40 MW</b>
Total capacity quoted by Company B: 30 MW. Hence <b>Net Worth required to be demonstrated by Company-B will be</b> = ( 20x Rs 2,00,00,000)+(10 X Rs.1,00,00,000) = <b>Rs. 50,00,00,000/- (Rs. Fifty Crores only)</b>		
Total capacity quoted by Company C: 70 MW. <b>Net Worth required to be demonstrated by Company-C will be</b> = (20 X Rs.2,00,00,000)+(50 X Rs.1,00,00,000) = <b>Rs. 90,00,00,000/- (Rs. Ninety Crores only)</b>		

- iii. For the Qualification Requirements, if the data is provided by the Bidder in USD, equivalent rupees of Net Worth will be calculated by the Bidder using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year and certified by a Chartered Accountant, which shall be submitted along with the response to RfS.
- iv. For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 3.7. B (iii) above.
- v. Net Worth shall be calculated along the following lines:

**Net Worth**

=	Paid up Equity share capital
Add:	Free Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

- vi. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.
- vii. A Company/ Consortium would be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four Years, then starting from the year of existence of the incorporation) viz. **2009-10, 2010-11, 2011-12 and 2012-13** indicating the year which should be considered for evaluation along with a net worth certificate from a Chartered Accountant to demonstrate fulfillment of the criteria. **Note:** For foreign Bidders, in case the accounting year followed by the Bidder's country is based on Calendar year, then annual audited accounts can be submitted for calendar years 2010, 2011, 2012 and 2013 or any other accounting year as followed by the law of the respective country.
- viii. However, for new as well as existing Companies, the Net Worth criteria can also be met as on the day not more than seven days prior to the date of submission of response to RfS by the bidding Company. To demonstrate fulfillment of this criteria, the Company shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of response to RfS along with a certified copy of the Balance Sheet, Profit & Loss Account, Schedules and cash flow statement supported with the bank statement.
- ix. If the response to RfS is submitted by a Consortium, then the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.
- x. Any Consortium, if selected, shall, for the purpose of supply of power to SECI, incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing the PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding more than 50% of the voting rights) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project.

- xi. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the Lead Member in the Project Company at least up to one year after the COD of the Project. Further, such change in shareholding would be subjected to continued fulfilment of the financial and technical criteria, by the Project Company.
- xii. The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the qualification requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s).
- xiii. Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required Net Worth, the required Net Worth equivalent to a 20% of the minimum equity contribution of Rs. 0.30 Cr/MW/Project has to be infused in the Project Company at the time of signing of PPA and another Rs. 1.20 Cr/MW/Project on or before the date of Financial Closure. To demonstrate this, necessary bank statements shall be furnished by the successful SPDs. A copy of Return filed by the Bidder and duly acknowledged by ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of response to RfS and also before signing of PPA.
- xiv. It is not necessary to have the Technology partner at the RfS stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/Consortium. However if the Technology Partner has an equity participation in Bidding Consortium then it has to be a Company with equity participation less than 10%.

### **C) Technical Eligibility Criteria**

- i) Under the VGF Scheme in Phase II Batch-I of the JNNSM, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 6.11. However, the successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the Technology Partner, proposed at the time of submission of response to RfS can be changed at the time of Financial Closure. However, the Bidder shall provide sufficient proof and credentials that the technology proposed by him has been in successful operation in at least one Project anywhere in the world at the time of Financial Closure.



- ii) The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 3.13 under the sub title “Financial Closure”. The undertaking shall be submitted as per enclosed Format 6.10.
- iii) Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure – B. **The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B to make the Project technically eligible.**
- iv) The Projects shall also comply with the criteria for power generation detailed in Clause 3.8.

**D) Connectivity with the Grid**

- i. The plant should be designed for interconnection with the nearest substation of STU/CTU/any other transmission utility at the voltage level of 33 kV or above. The Bidder should indicate to the transmission-licensee the location [Tehsil, Village and District, as applicable] of his proposed Project. In this regard, the Bidder shall submit a letter from the STU/CTU/any other transmission utility along with response to RfS confirming technical feasibility of connectivity of plant to substation.
- ii. The responsibility of getting connectivity and open access with the transmission system owned by the STU/CTU/any other transmission utility, as may be required, will lie with the SPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. Interconnection with the Discom network may be accepted in exceptional cases where the Discom is the ultimate buyer of the entire quantity of power from that Project; and SPD has signed Power Purchase Agreement with SECI and SECI agrees to an agreed interconnection point and at an agreed voltage. This arrangement would be subject to arrangement of energy accounting with the SLDC. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.
- iii. The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by STU or Discom or any other transmission agency. The entire cost of transmission including cost of construction of line, wheeling charges, losses etc. from the Project upto the Delivery Point will be borne by the SPD and will not be met by the STU/Discom or reimbursed by SECI. This connectivity can also be achieved through a shared line with any agency or any existing line of Discom or STU, provided the energy accounts are bifurcated and clearly demarcated for the power generated at solar project and

are issued by the STU/SLDC concerned.

- iv. The SPD may, however, shift Interconnection Point closer to his Project if 33 kV substation comes closer to the Project during the tenure of the PPA provided that the interconnection shall be maintained at 33 KV or above and energy at the solar Project is clearly demarcated for the power generated at solar Project and energy accounts are issued by the STU/SLDC concerned. The costs associated with this arrangement will also be borne by the SPD including the wheeling charges and losses up to the Interconnection Point. The SPDs may decide to share the cost of transmission charges and other associated charges from the Pooling Point up to the Interconnection Point, amongst themselves. In case of Pooling substation, losses in the transmission line between the Pooling substation and the substation of STU/CTU/any other transmission utility, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation. SPDs shall have to get a certification regarding the losses in the common line from their respective STU/CTU/any other transmission utility.
- v. In case of Bidding Consortium, if the STU connectivity letter is in the name of non-Lead Member, the same shall be accepted against application of one Project only and would be required to be transferred to the Project Company before signing of PPA.

**E) Domestic Content Requirement (Applicable for Projects under Part-A only)**

One of the important objectives of the National Solar Mission is to promote domestic manufacturing. In view of this, For Projects to be implemented under Part-A (375 MW), both the solar cells and modules used in the Solar Power Projects must be made in India.

### **3.8 Power Generation by Solar Power Developer**

**(i) Criteria for generation**

The SPD will declare the annual CUF of his Project at the time of commissioning and will be allowed to revise the same within 1 year of commissioning. The declared annual CUF shall in no case be less than 17% over a year. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1<sup>st</sup> April of the year to 31<sup>st</sup> March next year. However, for the purpose of release of VGF, CUF will be calculated every year from the date

of commissioning up to completion of 1 year from the date of commissioning and should not go beyond the lower limit of the declared CUF. The upper limit will not be applicable for the purpose of payment of VGF.

**(ii) Shortfall in generation**

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the SPD, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation provided in the PSA as payable to Discoms and shall duly pay such compensation to SECI to enable SECI to remit the amount to Discoms. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be equal to the compensation payable (including RECs) by the Discoms towards non-meeting of RPOs, if such a compensation is ordered by the State Commission. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of solar power by SPD.

**(iii) Excess generation**

Any excess generation over and above 10% of declared annual CUF will be purchased by SECI at a fixed tariff of Rs. 3/ kWh, provided SECI is able to get any buyer for sale of such excess generation.

While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption, he will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity.

**3.9 Clearances required from the State Government and other local bodies**

The Solar Power Developers are required to obtain necessary clearances and permits as required for setting up the Solar PV Power Projects.

**3.10 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)**

- i) **Earnest Money Deposit (EMD)** of Rs.10 Lakh / MW per Project in the form of Bank Guarantee according to Format 6.3A and valid for 09 months (270 days) from the Techno commercial bid opening date, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. In

case the Bidder wishes to be included in the waiting list, the Bidder has an option for extending the validity of the Bank Guarantee to 12 months.

- ii) **Performance Bank Guarantee (PBG):** Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value of Rs 30 Lakh / MW per Project before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B for a value @ Rs 30 Lakh/MW/Project with a validity period of 16 months from the date of signing of PPA. **The Performance Bank Guarantee shall be submitted in the ratio of 20% & 80%.** For e.g. in case the total PBG required for the project is Rs. 2 Crores, then the SPD shall submit 2 Bank Guarantees, the first one being for Rs. 40 Lakhs and the other one being for Rs. 1.6 Crores. On submission of Performance Bank Guarantee, the BG submitted towards EMD shall be returned by SECI to the successful Bidder.
- iii) All Bank Guarantees shall be submitted separately for each Project.
- iv) The Bidder shall furnish the Bank Guarantees from any of the Banks listed at Annexure-D to SECI.
- v) The format of the Bank Guarantees prescribed in the Formats 6.3 A and 6.3 B shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid.
- vi) The SPDs selected based on this RfS are required to sign PPA with SECI within 1 month after the issue of LOI. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by SECI.
- vii) The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-C has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- x) After the bidding process is over, SECI shall release the Bank Guarantees of

the unsuccessful Bidders within 15 days after the issue of Letter of Intent (LOIs) to the successful Bidders. The PBG of SPDs shall be returned to the SPD within 15 days after successful commissioning of their projects, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.14.

### **3.11 Power Purchase Agreement**

- i) SECI shall enter into Power purchase agreement (PPA) with Bidders selected based on this RfS. In this regard, for the initial phase, SECI will associate with NVVN and NVVN may be performing trading function for SECI initially (In that case suitable amendment shall be made in PPA to define the role of NVVN). A copy of standard Power Purchase Agreement to be executed between SECI and the selected SPDs shall be shortly uploaded on the website [www.seci.gov.in](http://www.seci.gov.in). The PPA shall be signed within 30 days of the date of issue of Letter of Intent (LoI). The PPAs shall be valid for a period of 25 years from the date of commissioning of the Project.
- ii) Before signing of PPA with the shortlisted Bidders, SECI will verify the documents furnished by the Bidders at the time of submission of response to RfS including meeting the Net worth criteria and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS eligibility conditions. SECI at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.
- iii) SECI shall issue letters to all the State Utilities/Discoms inviting “Expression of Interest” from willing State Utilities/Discoms, who would be purchasing the solar power under VGF scheme @ Rs.5.50/ kWh (including Trading Margin of SECI @ 5 paisa/kWh) and sign the Power Sale Agreement (PSA) with SECI. Separate back-to-back Power Sale Agreements (PSAs) will be executed by SECI with the interested State Utilities/Discoms for sale of solar power to them.

### **3.12 VGF Securitization Agreement**

Appropriate mechanism for securitization of VGF shall be finalized by SECI in line with the Government’s guidelines and the same shall be uploaded shortly on the website [www.seci.gov.in](http://www.seci.gov.in).

### 3.13 Financial Closure or Project Financing Arrangements

The Project shall achieve Financial Closure within 210 days from the date of signing Power Purchase Agreement (PPA). No extension shall be granted for achieving this milestone. At this stage, the SPDs shall report tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit a certificate from all financing agencies regarding the tie-up of funds and furnish documentary evidence for infusion of actual equity requirement, subject to a minimum of Rs. 1.50 Cr./MW/Project (Including 0.30 Cr./MW/Project infused at the time of signing of PPA). Further, the SPDs would furnish within the aforesaid period, the necessary documents to establish that the required land for project development is in clear possession of the SPD (minimum 1.5 ha per MW per Project) and provide evidence that the requisite technical criteria have been fulfilled. Additionally, for Projects sanctioned under **Part-A**, the SPDs would also specify their plan for meeting the requirement of domestic content. Further, the SPD shall furnish documentary evidence towards the following:

- i) The requisite technical criteria have been fulfilled and orders placed/agreements entered into, for supply of plants and equipment for the project.
- ii) Required land for project development @ minimum of 1.5 Hectares/MW/Project is under clear possession of the SPD. The land required will vary depending on the technology selected by the Bidder. In this regard the SPD shall be required to furnish the following documentary evidences: -
  - a) Ownership or lease hold rights from State / Central agency (for at least 30 years) in the name of the SPD and possession of 100% of the area of land required for the Project. Land can be taken on lease from State /Central agency only.
  - b) Certificate by the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of the SPD.
  - c) Sworn affidavit from the Authorized person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the SPD.
  - d) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.
- iii) Change in the location of land from one State to other State is not permitted in any case. In exceptional circumstances change of land within the State could be agreed within 210 days of signing of PPA or at Financial Closure, whichever is earlier, but with prior approval of SECI. In such case the Bidding Company / Project Company has to furnish the revised STU connectivity letter for the new location.
- iv) In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects.

### 3.14 Commissioning

The Commissioning of the Projects shall be carried out by the SPDs selected based on this RfS, in line with the Procedure elaborated in **Annexure-B** and Commissioning certificates shall be issued by SECI after successful commissioning.

#### i) Part Commissioning

Part commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of part commissioning shall be 10 MW and in multiples thereof. The PPA will remain in force for a period of 25 years from the date of acceptance of respective part commissioning of the Project.

**Note:** The above mentioned clause of minimum part commissioning capacity of 10 MW will not be applicable for cases where SECI allocates a capacity to an SPD which is less than 10 MW or not in multiples of 10 MW.

#### ii) Commissioning Schedule and Liquidated Damage for Delay in Commissioning

The Project shall be commissioned within 13 months of the date of signing of PPA. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

SECI shall encash the Performance Bank Guarantee in the following manner: -

- a. Delay upto one month – 20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis and proportionate to the capacity not commissioned in lots of 10 MW each; e.g. for a Project of 30 MW capacity, if commissioning of 10 MW capacity is delayed by 18 days from the scheduled date, then the penalty shall be: PBG amount X (10/30) X (18/30).
- b. Delay of more than one month and up to three months – SECI will encash remaining Performance BG on per day basis and proportionate to the Capacity not commissioned in lots of 10 MW each.
- c. In case the commissioning of the Project is delayed by more than 3 months, the pre-fixed levelized tariff of Rs.5.45 per kWh (Rs. 4.75 per kWh in case benefit of accelerated depreciation is availed) shall be reduced at the rate of 0.50 paise per unit per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project capacity with encashment of Performance Bank Guarantee and reduction in fixed levelized tariff shall be limited to 24 months from the date of signing of PPA. In case, the Commissioning of the Project is delayed beyond 24

months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity (For e.g, for a delay of one day, tariff will be reduced to Rs. 5.445 per kWh and Rs. 4.745 per kWh in case benefit of accelerated depreciation is availed).

- d. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

### Illustration of Liquidated Damages (LD) Calculations:

Consider a SPD has been selected for the implementation of a Project of capacity of 50 MW.

- Total Performance Bank Guarantee Amount to be furnished by the SPD: (30 X50) = Rs.1500 Lakhs.

a) **LD Conditions:**

- **In case of delay upto 1 Month** : 20% of the PBG amount (i.e. Rs.0.20 Lakh / MW / day) shall be encashed as penalty for the first month of delay, calculated on per day basis and proportionate to the capacity not commissioned in lots of 10 MW each
- **In case of delay of more than 1 Month and up to 3 Months:** SECI will encash remaining Performance BG (i.e. Rs.0.40 Lakh / MW / day) on per day basis and proportionate to the Capacity not commissioned in lots of 10 MW each
- In case of delay beyond 3 months subject to maximum of 24 months from the date of signing of PPA, the pre- fixed levelized tariff of Rs. 5.45 / kWh shall be reduced at the rate of 0.50 paise per unit per delay of delay for the delay of such remaining capacity which is not commissioned.

b) Consider that the Project commissioning has been achieved in the following manner:

S. No.	Commissioned Capacity (MW)	Capacity remaining Un-commissioned (MW)	Date of Commissioning of the respective part	Delay from the Scheduled COD (days)
i.	10	40	Scheduled COD	0
ii.	10	30	Scheduled COD + 30 Days	30
iii.	10	20	Scheduled COD + 60 Days	60
iv.	10	10	Scheduled COD + 90 Days	90
v.	10	0	Scheduled COD + 100 Days	100

c) **LD Calculation:** In case of above commissioning schedule, the LD calculation for encashment of PBG, shall be done as follows:

- **Total LD:** ((40 MW X 30 days X Rs.0.20 Lakh/MW/day) + (30 MW X 30 days X Rs.0.40 Lakh/MW/day) + (20 MW X 30 days X Rs.0.40 Lakh/MW/day)) = Rs.840 Lakhs.
- **For the remaining 10 MW capacity which is being commissioned after 3 months from the COD, the Tariff gets reduced as explained below:**



### Illustration of Liquidated Damages (LD) Calculations:

#### d) Tariff Calculation (without accelerated depreciation):

- Tariff for the 40 MW capacity = Rs. 5.45 / kWh
- Tariff for the 10 MW capacity which has been commissioned beyond three months from the date of the Scheduled COD : Rs. 5.45 – Rs (0.5\*10/100)= Rs 5.40 / kWh
- **As per terms of the PPA**, tariff of the Project shall be weighted average tariff of 40 MW and 10 MW. The tariff of the Project shall reduce to  $((5.45 \times 40) + (5.40 \times 10))/50 =$  Rs 5.44 / kWh

#### e) Tariff Calculation (with accelerated depreciation)

- Tariff for the 40 MW capacity = Rs. 4.75 / kWh
- Tariff for the 10 MW capacity which has been commissioned beyond three months from the date of the Scheduled COD : Rs. 4.75 – Rs (0.5\*10/100)= Rs 4.70 / kWh
- **As per terms of PPA**, tariff of the Project shall be weighted average tariff of 40 MW and 10 MW. The tariff of the Project shall reduce to  $((4.75 \times 40) + (4.70 \times 10))/50 =$  Rs. 4.74 / kWh

***Based on the above schedule, total LD payable by the SPD shall be Rs. 840 Lakhs and tariff of the Project shall stand reduced to Rs. 5.44 / kWh in case the Project is not availing benefits of accelerated depreciation. In case the Project is availing benefits of accelerated depreciation, the tariff of the Project shall stand reduced to Rs. 4.74 / kWh.***

### 3.15 Minimum Equity to be held by the Promoter

- i) The Company setting up the Project shall provide the information about the Promoters and their shareholding in the Company to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI.
- ii) No change in the shareholding of the Bidding Company or Lead Member in a Bidding Consortium setting up the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable. The controlling shareholding shall mean the shareholding having more than 50% of the voting rights and paid-up share capital (including fully, compulsory and mandatory convertible Preference shares/ Debentures) in the Company/ Consortium.
- iii) After execution of PPA, the percentage of controlling shareholding of the Bidding Company or Lead Member in the Project Company setting up the Project shall be maintained for a period of one (1) year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to SECI.

- iv Lead Member in the Consortium shall have the Controlling Shareholding in the Company having not less than 51% of Voting Rights in the Company.

### **3.16 Structuring of the Bid selection process**

- i **Single stage, double envelope bidding** has been envisaged under this RfS i.e. Bidders have to submit both Techno-commercial bid and Financial bid (VGF Requirement) together in response to this RfS in separate sealed envelopes, for each Project. The preparation of bid proposal has to be in the manner described in Clause 3.19. In the first stage, Techno-commercial bids shall be evaluated in the manner described in Section-4 and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be opened based on which Projects shall be selected for VGF.
- ii Total capacity offered under this RfS is divided in to two parts: Part-A (DCR): Aggregate capacity of 375 MW (Condition “Domestic content” as stipulated in section-3, Clause 3.7E, of this RfS document is applicable); Part-B (OPEN): Aggregate capacity of 375 MW (Condition “Domestic content” as stipulated in section-3, Clause 3.7E of this RfS document is not applicable). The Bidders may submit their proposals for Part-A or Part-B or both. For Bidders submitting proposals under Part-A as well as Part-B, the proposals may be enclosed in the same envelope in the manner described in Clause 3.19.

### **3.17 Instructions to Bidders for structuring of bid proposals in Response to RfS**

**Submission of bid proposals by Bidders in response to RfS shall be in the manner described below (to be submitted separately for Part-A and Part-B):**

1. Covering Letter as per **Format 6.1** (to be submitted separately for each Project).
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**. (to be filled out separately for each Project).

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by 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.

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A** (to be filled out separately for each Project).
4. Performance Guarantee (to be submitted at the time of signing of PPA) in the form as per **Format 6.3 B** (to be filled out separately for each Project).
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** (to be filled out separately for each Project) duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA and the VGF Securitization Agreement with SECI;
  - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
  - c. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfS), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium (to be filled out separately for each Project).
7. Format for Financial Requirements as per **Format 6.6** as applicable (to be filled out separately for each Project).
8. A letter from the CTU/STU/any other Transmission Utility (as applicable) confirming connectivity of the Project as per **Format 6.7** (to be filled out separately for each Project).
9. A disclosure statement as per **Format 6.8** regarding participation of any related Companies in this bidding process (to be filled out separately for each Project).
10. Signed hard copy of the Summary Data Sheet as per **Format 6.9** which is also to be submitted in a CD (in Excel format-no scanned documents required in this CD).

11. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 210 days of signing of PPA as per **Format 6.10** (to be filled out separately for each Project).
12. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.11** (to be filled out separately for each Project) along with a Pre-feasibility report of the Project covering its salient technical details including technology proposed to be deployed and configuration of the Project. This can be modified while preparing the DPR to be submitted at the time of Financial Closure.
13. Submission of Financial Proposal (VGF requirement) as per **Format in 6.12 A and Format 6.12 B** in print and a soft copy in CD shall be submitted along with other documents mentioned in Section 6. **Note:** The VGF quoted in the above Format shall be only in INR. In case the Bidder quotes his VGF requirement in any other currency, his bid shall be rejected.
14. Preliminary estimate of Cost of the solar PV Project as per **Annexure-A** (to be filled out separately for each Project).
15. **Attachments (to be submitted separately for each Project)**
  - a. Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.
  - b. Copy of the RfS document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
  - c. Net Worth certificate issued by Chartered Accountant along with Certified copies of annual audited accounts for the years 2009-10,2010-11,2011-12,2012-13 indicating year which has been considered for demonstration of Net Worth OR in case the Bidder wishes to submit the fulfillment of financial eligibility criteria not more than 7 prior to bid submission date, then the certificate issued by a Chartered Accountant for meeting the net worth criteria along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement.

### **3.18 Important notes and instructions to Bidders**

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations

and referring to any other document for providing any information required in the prescribed format.

- b. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted along with the bid may be verified before signing of PPA in terms of Clause 3.11.
- c. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- d. If the event specified at (b) is discovered after the Effective Date, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.10.
- f. All pages of the response to RfS submitted must be initialled by the person authorised by the board as per Format 6.4, on behalf of the Bidder.
- g. The response to RfS shall be submitted as mentioned in Clause 3.17. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- h. All the information should be submitted in English language only.
- i. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- j. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- k. Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- l. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- m. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

n. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

### 3.19 Method of Submission

The response to RfS is to be in the following manner:-

i. **Covering Envelope** – Super scribed as

**“Covering Envelope containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, Covering Letter & Summary Data Sheet ”** at the top of the Envelope; and

**“Name & Address of the Bidder”** on the left hand side bottom;

It should be addressed to SECI and shall contain:

- I) Covering Letter as per Format-6.1.
- II) Filled up Summary Data Sheet as per Format-6.9.
- III) Soft Copy of the Summary Data Sheet as per Format 6.9 in the form of a CD.
- IV) DD/Pay order of INR 15,000/- towards Cost of RfS Document.

ii. **Techno-Commercial Envelope**” Subsequently, the Bidder shall submit separate Techno-Commercial proposals for separate Projects in separate sealed envelopes as described below:

**1<sup>st</sup> Envelope** – Super scribed as

**“1<sup>st</sup> Envelope containing Techno-commercial Proposal in response to RfS for Selection of Solar PV Projects,”** at the top of the Envelope;

Followed by the following sticker at the center of the Envelope:

<b>Envelope No.</b>	E1 <i>(not to be changed to any other numbering format)</i>
<b>Project Category</b>	Part-A / Part-B <i>(Choose whichever applicable)</i>
<b>Project No.</b>	01 <i>(not to be changed to any other numbering format)</i>
<b>Project Capacity</b>	_____MW
<b>Project Location</b>	_____

and **“Name & Address of the Bidder”** on the left hand side bottom;

**This envelope shall contain the following:**

- (I) DD/Pay order Rs. @ INR 1,00,000/- per Project if size of the Project is  $\leq$  20 MW and INR 2,00,000/- per Project if Project size is  $>$  20 MW towards the Bid Processing Fee
- (II) Bank Guarantee towards EMD @ Rs.10 Lakh/MW/project.
- (III) Formats- 6.1, 6.2, 6.3A, 6.4, 6.5, 6.6, 6.7, 6.8, 6.10, 6.11 as elaborated in Clause 3.17;
- (IV) All the three attachments elaborated in Clause 3.17, under the sub-Clause 15: **Attachments.**
- (V) **Soft Copy of all the documents (scanned version) submitted as per Clauses (I) and (II) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the above mentioned naming Format.**
- (VI) **“Financial Envelope”**- Super scribed as  
**“Financial Envelope containing VGF required (PART-A / PART-B) (strike out whichever not applicable)”** at the top of the Envelope;  
and “Name & Address of the Bidder” on the left hand side bottom. It shall contain the following:
  - a) Covering letter as per Format-6.12 (A) with Financial Proposal (VGF requirement) according to Format-6.12 (B) and Annexure-A of this RfS document;
  - b) Annexure-A containing the filled out Proforma for filling the Bidder’s estimated Project Cost;
  - c) Soft copy of the documents (scanned version) submitted as per Clauses (a) and (b) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the above mentioned naming format.

**The same process shall be repeated for the next project, i.e. the next envelope shall be super-scribed as “2<sup>nd</sup> Envelope containing the Techno-commercial Proposal in response to RfS for Selection of Solar PV Projects” containing the table with appropriate numbering and shall contain the documents pertaining to that project.**

- D. The Covering Envelope, Project specific numbered envelope(s) and the Financial Envelope shall be placed in a bigger, 4<sup>th</sup> envelope which shall have the following Sticker:

<b>Response to RfS for Selection of 750 MW Grid Connected Solar PV Projects under JNNSM Phase-II: Batch-I</b>	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>Category of the Projects</i>	PART-A / PART-B/ BOTH CATEGORIES
<i>No. of Projects submitted</i>	
<i>RfS Reference No.</i>	
<i>Last Date of Submission</i>	
<i>Date and Time of Opening of Techno-Commercial Bids</i>	
<i>Project Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	AGM (Contracts) SOLAR ENERGY CORPORATION OF INDIA, 4 <sup>th</sup> Floor, Tower-1, NBCC Plaza, Sector-V, Pushp Vihar, Saket, New Delhi-110017 Tel: 011-71989251/71989200 Email: <a href="mailto:contracts@seci.gov.in">contracts@seci.gov.in</a>

**Important Note:** The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.



### 3.20 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to Two Hundred Ten (210) days from the last date of submission of response to RfS (“Bid Validity”). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

### 3.21 Bid Preparation cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s), etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

### 3.22 Clarifications/Pre Bid meeting/ Enquires/ Amendments

- (i) Clarifications / Doubts, if any, on RfS document may be addressed to AGM (Contracts) at the address mentioned below by 15/11/2013 so that SECI will be able to respond on the same in the **Pre Bid Meeting** to be held on 19/11/2013 at 11:30 Hrs. A compiled list of such questionnaire and SECI’s response will be uploaded in the website of SECI and MNRE for information of all concerned i.e. [www.seci.gov.in](http://www.seci.gov.in) or [www.mnre.gov.in](http://www.mnre.gov.in). All are requested to remain updated with the website. If necessary, amendments shall be issued by SECI which will be notified in SECI web site. No separate reply/intimation will be given for the above, elsewhere.
- (ii) A Pre Bid Meeting shall be held on (Date/Time/Venue): 19/11/2013 at 11:30 Hrs (venue to be notified later on SECI’s website)
- (iii) Enquiries/ clarifications may be sought by the Bidder from:

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
1) Mr. K. Remesh Kumar, General Manager (CP & M)	Phone (Off):011-71989224 Fax :011-29564036 E-mail: <a href="mailto:kumarramesh@seci.gov.in">kumarramesh@seci.gov.in</a>
2) Mr. Abhinav Kumar, Sr. Engineer (Commercial)	Phone (Off): 011- 71989237, Mobile: 09911645489 Email: <a href="mailto:abhinavkumar@seci.gov.in">abhinavkumar@seci.gov.in</a>
3) Mr. Pratik Prasun, Sr. Engineer (Business Development)	Phone (Off): 011-71989236, Mobile: 09891768303 Email: <a href="mailto:pratikpr@seci.gov.in">pratikpr@seci.gov.in</a>

### 3.23 Right of SECI to reject a Bid

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS without assigning any reasons whatsoever and without any liability.

## **Section 4**

# **BID EVALUATION AND SELECTION OF PROJECTS**

## Section 4

### **Bid evaluation methodology and selection of Projects**

**NOTE:** Evaluation of bids shall be carried out separately for bids received under for Part-A and Part-B. However, procedure for Techno-Commercial evaluation of bids shall be same for both the Part-A & Part-B.

#### **4.1 The evaluation process comprises the following two steps:**

- A. 1<sup>st</sup> Step – Techno-Commercial evaluation
- B. 2<sup>nd</sup> Step – Financial Bid (**VGF requirement**) evaluation

#### **4.1.A 1<sup>st</sup> Step- Techno-Commercial evaluation**

1. Bids received after the due date and time at the Office of SECI will not be accepted. The proposals submitted without the cost of RfS document, Processing fee or EMD will be rejected and bids submitted by such Bidders shall be returned without further opening of other envelopes. Subject to above, all the other envelopes submitted by the Bidders, except financial bid (VGF requirement) will be opened at this stage.
2. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.
3. Any of the following conditions shall cause the Bid to be “Non-responsive”:
  - a. Response to RfS submitted by a Bidding Consortium not including the Consortium Agreement;
  - b. Response to RfS having conflict of interest;
  - c. Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium resulting in rejection of all the relevant bids;
  - d. Technology Partner holding more than 10% in a Consortium and participating as a Bidding Company / Member in another Consortium resulting in rejection of all the relevant bids;
  - e. Non submission of Processing fee and/or EMD in acceptable form along with RfS document.
4. Subject to Clause 4.1.A.3 above, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications / additional

documents / Rectification of errors / Discrepancies if any in the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 7 days from the date of such intimation from SECI. It will be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested by SECI, to the satisfaction of SECI. SECI shall not be responsible for rejection of any bid on account of the above.

5. After completion of Techno-commercial bid evaluation, the list of short-listed Bidders along with Projects qualified will be uploaded in the web site of SECI and MNRE. The Date, Time and venue of financial bid opening will also be notified in the web site and a minimum period of 7 days shall be given for financial bid opening from the date of notification of shortlisted Bidders. All the interested shortlisted Bidders may participate in the financial bid opening.
6. In case it is found that total capacity of Projects shortlisted after techno-commercial bid evaluation is less than the target capacity of 375 MW in any of the category, then such left out capacity shall be shifted to the other category.

#### **4.1.B 2<sup>nd</sup> Step – Financial Bid Opening and Bid evaluation**

- a) 2<sup>nd</sup> stage evaluation will be carried out based on VGF requirement quoted by Bidders in the Format- 6.12 (B) prescribed in **Section 6**.
- b) In case a Bidder quotes a VGF greater than the upper limit of Rs. 2.5 Crore/MW, the bid shall be considered as non-responsive.
- c) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to the capacity mentioned as per **Clause 3.3**, financial bids will be opened and all the short-listed Bidders will be issued Letter of Intent(LOI) based on the VGF/MW quoted by them.
- d) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is higher than the capacity mentioned as per **Clause 3.3**, the final selection of the Bidders from the list of short-listed Bidders shall be done on the basis of financial bids (VGF requirement) submitted by the shortlisted Bidders, as detailed below.
- e) The allocation of Projects shall be carried out in the following steps:
  - i. After opening of financial bids, the Projects shall be arranged in the ascending order of VGF/MW quoted by Bidders, separately for Part-A and Part-B. The lowest financial bid received shall be marked as L1, separately for each category. Selection of projects for allotment will start from the lowest (L1) and go up to the level where the specified maximum MW capacity to be allocated under each Category is reached. In case the last Bid, which may not be in

multiples of 10 MW, the allocation shall be restricted to the total capacity under that category. (**Note:** It will be mandatory for the eligible Bidder to accept the last Project offered by SECI, which may be less than the capacity quoted by him and also may not be in multiples of 10 MW)

- ii. In case a Bidder has submitted applications (for up to maximum 5 projects) under both categories of Part-A and Part-B for total capacity not exceeding 100 MW in each category and qualifies for allotment under both, the allotment under each category will be made for the total capacity mentioned in the bid for that category. However, in case the total combined capacity bid under both categories exceeds 100 MW, the projects will be allotted in the same order of Project-wise preference covering both Category-A and Category-B indicated by the Bidders while submitting their bids, subject to available capacity in that category, till the total allotted capacity to that Bidder reaches 100 MW. (**Important Note:** As specified in Clause 3.6.3, while giving order of preference for the Projects covering both categories at the time of bidding, the Bidders shall indicate preference strictly in the ascending order of VGF sought for each Project in respective categories.)
  
- f) If some capacity is left out and total capacity of 750 MW does not get allotted, the left out capacity may be rebid or added to Phase-II, Batch-II of JNNSM.
- g) In the event of equal VGF quoted by various Bidders **for the last** quantum left out capacity, the selection of Bidder would be based on draw of lots.
- h) **The selected Bidders shall be issued letter of intent by SECI.**

# **Section 5**

## **OTHER PROVISIONS**

## Section 5

### OTHER PROVISIONS

#### 5.1 Role of State Level Agencies

It is envisaged that the State Government shall appoint any Agency as a State Level Agency which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:-

- Access to Sites
- Land acquisition for the Project
- Power Evacuation facility

However, the responsibility of obtaining the necessary clearances from the respective State Agencies in a time bound manner so as to achieve commissioning of the Projects will lie with the Solar Power Developer.

#### 5.2 Amendment to the Guidelines

Any modification to the guidelines, if necessary, shall be carried out by the Ministry of New and Renewable Energy so as to successfully commission 7500 MW Solar PV Projects under VGF scheme in Phase-II Batch-I within the scheduled Timeline and thereby achieve the objectives of the Jawaharlal Nehru National Solar Mission.

#### 5.3 Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of the guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to a Committee constituted by MNRE for this purpose. Thereafter, clarifications/modifications may be issued with approval of Secretary, MNRE.

Any inconsistencies, due to oversight, may be rectified, after obtaining the approval from the Secretary, Ministry of New and Renewable Energy.

#### 5.4 Payment Security Mechanism

SECI shall set up a working capital fund in order to ensure timely payment to the SPDs. This fund will have a corpus to cover 3 months' payment. The money received from encashment of BGs, interest earned on this fund, incentives for early payment and grants from Government/ NCEF will be used to build this fund. The Ministry of New and Renewable Energy will frame rules to operate this fund.

## **Section 6**

# **FORMATS FOR BID SUBMISSION**



## Section 6

### 6.0 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 **Clause 3.7** of Section 3 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Power of Attorney (Format 6.2)
- iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Financial Requirement (Format 6.6)
- viii. Letter from CTU/STU/any other Transmission Utility (Format 6.7)
- ix. Format for Disclosure (Format 6.8)
- x. Filled up Summary Data Sheet in print form & a soft copy to be submitted in the form of CD (Format 6.9)
- xi. Format for Technical Criteria (Format 6.10)
- xii. Format for Proposed Technology Tie-up (Format 6.11)
- xiii. Format for submission of financial bid (VGF Requirement- Formats 6.12A & B)
- xiv. Format for Preliminary estimate of cost of Solar PV Power Project (Annexure-A)

The Bidder may use additional sheets to submit the information for his detailed response.

## FORMAT-6.1

### Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

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

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium)

Tel.#:

Fax#:

E-mail address#

To

#### **AGM (Contracts)**

**Solar Energy Corporation of India (SECI)**

**4<sup>th</sup> Floor, Tower-1, NBCC Plaza,**

**Sector-V, Pushp Vihar, Saket,**

**New Delhi- 110017**

Sub: Response to RfS No-----dated ----- for development of Solar PV Project(s)

Dear Sir,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to SECI and terms and conditions of the standard VGF Securitization Agreement hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than **ten (10) Projects** and cumulative capacity of 200 MW (as mentioned in Format 6.8 under Disclosure), including this response to RfS. We are submitting application for the development of following Solar PV Project(s):-

Project No.	Capacity (MW)	Location of Project	Details of EMD	All formats along with relevant documents for each Projects are enclosed in the following Envelopes	Whether the benefit of Accelerated Depreciation is being availed for the Project (Yes/ No)	Order of Preference (Projects to be ranked separately for each category, from 1-5, with 1 being the 1 <sup>st</sup> preference)

PART-A					
01				Envelope E1	
02				Envelope E2	
03				Envelope E3	
04				Envelope E4	
05				Envelope E5	
PART-B					
06				Envelope E6	
07				Envelope E7	
08				Envelope E8	
09				Envelope E9	
10				Envelope E10	

(\*Delete the rows as applicable, and number the Projects and envelopes accordingly)

Note: - Bidders shall not change any of the numbering and naming formats mentioned in the RfS. All formats (from ii to xiv as per Clause 6.0 of Section 6) are to be filled separately for each Project along with separate EMD for each Project.

1. We give our unconditional acceptance to the RfS, dated ..... [Insert date in dd/mm/yyyy], standard PPA and standard VGF Securitization Agreement attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and VGF Securitization Agreement, the same have been initialed by us and enclosed with the response to RfS. We shall ensure that the PPA and VGF Securitization Agreement are executed as per the provisions of the RfS, provisions of PPA and provisions of VGF securitization agreement shall be binding on us. Further, we confirm that the Project shall be commissioned within 13 months of the date of signing of PPA.
2. *(Strike out this clause if not applicable)* We confirm that we will be availing the benefit of Accelerated Depreciation for the Project nos \_\_\_\_\_ (indicated the Project nos.) as indicated above and in case of being selected by SECI, we will be signing PPA with SECI at a tariff of Rs. 4.75/kWh for such Projects.
3. Earnest Money Deposit (EMD) : - (Strike out or add details for more Projects as applicable)
  - (a) For Project No. I: - We have enclosed EMD of Rs. .... (Insert Amount), in the form of bank guarantee no.....[Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.10 of this RfS. The capacity of the Solar PV Project offered by us is ..... MW [Insert installed capacity].
  - (b) For Project No. II: - We have enclosed EMD of Rs. .... (Insert Amount), in the form of bank guarantee no.....[Insert bank guarantee number] dated .....

[Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.10 of this RfS. The capacity of the Solar PV Project offered by us is ..... MW [Insert installed capacity].

(c) For Project No. III: - We have enclosed EMD of Rs. .... (Insert Amount), in the form of bank guarantee no.....[Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.10 of this RfS. The capacity of the Solar PV Project offered by us is ..... MW [Insert installed capacity].

(d) For Project No. IV: - We have enclosed EMD of Rs. .... (Insert Amount), in the form of bank guarantee no.....[Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.10 of this RfS. The capacity of the Solar PV Project offered by us is ..... MW [Insert installed capacity].

(e) For Project No. V: - We have enclosed EMD of Rs. .... (Insert Amount), in the form of bank guarantee no.....[Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.10 of this RfS. The capacity of the Solar PV Project offered by us is ..... MW [Insert installed capacity].

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

#### 5. Acceptance

In the event of our proposal being not selected in the selection process of 750 MW grid connected Solar PV Projects, we hereby request you to keep our bid(s) in the waiting list as per Clause 3.4 of the RfS. We also confirm that in such an event, you are authorized to retain our Bank Guarantee towards EMD till the Financial Closure as per the timelines given in the Implementation Schedule indicated in the RfS.

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.

#### 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, execute the PPA and execute VGF securitization agreement, in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from SECI.
9. 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.
10. We confirm that all the terms and conditions of our Bid are valid upto \_\_\_\_\_ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of two hundred ten (210) days from the last date of submission of response to RfS).

11. 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 : .....

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,  
 Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.17 (5) (a))

**FORMAT-6.2**

**Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member**

(to be submitted separately for each Project)

**POWER OF ATTORNEY**

**(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ....., .....,.....and M/s ..... having its registered office at ....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No..... We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ....., as the Member of the Consortium have executed these presents on this..... day of .....under the Common Seal of our company.

For and on behalf of Consortium Member  
M/s.....

-----  
(Signature of person authorized by the board)

(Name  
Designation  
Place:  
Date:)

Accepted

-----  
(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

-----  
(Signature of the executant)

-----  
(Signature & stamp of Notary of the place of execution)

Place:-----  
Date:-----

**Note:** - Lead Member in the Consortium shall have the controlling shareholding in the Company having not less than 50% of voting rights in the Company.

## FORMAT- 6.3 A

### **Format for Earnest Money Deposit**

(to be submitted separately for each Project)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

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

In consideration of the ----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project **under PART- A/B [Select any one]** of the capacity of ..... MW, at .....[Insert Capacity of Plant and name of the place] under Jawaharlal Nehru Solar Mission Phase –II, Batch-I for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India (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 on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW per Project of capacity proposed] only, on behalf of M/s. \_\_\_\_\_ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_[insert date of validity in accordance with Clause 3.10 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 Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with Clause 3.10 of this RfS]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence].

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 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.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and ligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of Clause 3.10 of this RfS] with an additional claim period of thirty (30) days thereafter. 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 of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## FORMAT- 6.3 B

### Format for Performance Bank Guarantee for Solar PV Project

(to be submitted separately for each Project)

(Note: - Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer) submitting the response to RfS inter alia for selection of the Project **under PART- A/B [Select any one]** of the capacity of ..... MW, at .....[Insert name of the place] under Jawaharlal Nehru Solar Mission Phase –II Batch I, for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable ]. As per the terms of the RfS, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees---- -- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Solar Power Developer / Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). i) Nos ----- dated ----, Value -----; ii) Nos----- dated --- --, Value ---).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that 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 selected Solar Power Developer / Project Company as applicable] 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 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 selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ 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 SECI serves upon us a written claim or demand.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_

For  
\_\_\_\_\_ [Insert Name 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 Bank from the List of Banks enclosed.

## FORMAT-6.4

### Format for Board Resolutions

(to be submitted separately for each Project)

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, 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 under **PART- A/B [Select any one]** vide RfS No. \_\_\_\_\_ for 'Selection of 750 MW Grid Connected Solar Photo Voltaic Projects' in the country of India, including signing and submission of all documents and providing information / response to RfS to Solar Energy Corporation of India (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 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 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 the 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 the 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. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. .... (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the RfS for 'Selection of Grid Connected Solar Photo Voltaic Project' and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[To be passed by the entity(s) whose financial credentials have been 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.
- 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 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- 6.5

### Format for Consortium Agreement

(to be submitted separately for each Project)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between M/s [insert name of Lead Member] \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS under **PART- A/B [Select any one]**, execution of Power Purchase Agreement and execution of VGF securitization agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India (SECI) a Company incorporated under the [Company’s Act, 1956, and having its Registered Office at \_\_\_\_\_ or \_\_\_\_\_ constituted under

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 SECI desires to purchase power under Jawaharlal National Solar Mission Phase II, Batch-I;

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s\_\_\_\_\_), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.



7. 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.
8. 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.
9. 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.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [ ---- ] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.
13. 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.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.
15. 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.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS, PPA and VGF securitization agreement..

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

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

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

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

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

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

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

---

Signature and stamp of Notary of the place of execution

**Note:** - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

**FORMAT- 6.6**

**FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH**  
**[on the letter head of Bidder]**

(to be submitted separately for each Project)

To,

**[Insert name and address of SECI]**

Dear Sir,

**Sub: Response to RfS No. \_\_\_\_\_ for Selection of New Grid connected Solar PV Projects under JNNSM Phase II, Batch-I (Part-A or Part-B. Mention whichever is applicable)**

We certify that the Bidding Company/Member in a Bidding Consortium has a minimum Net Worth\* of Rs.----- Crore (Rupees -----) per MW or equivalent US\$ based on

Description	Select any one year (whichever is applicable)
<b>Audited annual accounts for the last four (4) financial years 2009-10, 2010-11, 2011-12 and 2012-13 [Strike out the financial years not applicable]. Or</b>	<b>Applicable-----/ Not applicable-----</b>
<b>Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies)</b>	<b>Applicable-----/ Not applicable-----</b>

This Net Worth has been calculated in accordance with instructions provided in Clause 3.7 B 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 Parent / Affiliates / Group Company as per following details:

Name of Company / Parent/ Affiliate/ Group Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company/ Consortium Member whose net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in Rs. Crore) of the Member Company
<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 Parent/Affiliate has been used for meeting Qualification Requirements. Further,*

documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

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

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

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

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----Crore (Equity Commitment (%) \* Rs. [ ] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate/Group Company as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company/ Consortium Member whose net worth is to be considered	Relationship with Bidding Company* (if any)	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
<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 Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**(Signature & Name of the person Authorised  
By the board)**

**(Signature and Stamp of  
Chartered Accountant)**

Membership No.  
Regn. No. of the CA’s Firm:

Date:

- Note:** (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.  
(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by Bank are to be enclosed in support thereof for confirmation of balance in cash & bank.

**FORMAT- 6.7**

**Format for Letter from STU/CTU/any other transmission utility**  
**(on the letter head of the STU/CTU/any other transmission utility)**

(to be submitted separately for each Project)

To,

**[Insert name and address of SECI / Bidding Company or Member of Consortium]**

**Dear Sir,**

**Sub: Response to RfS No. \_\_\_\_\_ for Selection of Grid connected Solar Projects under Phase II, Batch-I of JNNSM (Part-A or Part-B- Mention whichever is applicable)**

1. M/s \_\_\_\_\_ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] has approached us for providing connectivity for a Solar PV Project of --- MW, proposed to be located at \_\_\_\_\_ [*Insert location of the Project*], with the State grid at a voltage level of \_\_\_\_\_ KV (should be at 33 kV level & above).
2. We confirm the Technical feasibility of the connectivity of the plant with the State grid from \_\_\_\_\_ [*Insert name & location of the sub-station of voltage level of 33 kV & above*].
3. We further undertake that the connectivity with the grid will be provided with in a period of 13 (Thirteen) months from signing of PPA between M/s \_\_\_\_\_ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] and Solar Energy Corporation of India (SECI) or any further period as intimated by M/s \_\_\_\_\_ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] along with confirmation from SECI for such extended period.

For and on behalf of -----[Insert name of STU]

-----  
-----

(Signature, Name & Designation of the authorized signatory of STU)

**Note: -**

- 1) The letter received by the Bidder from STU has to be submitted to SECI.
- 3) The letter from STU addressed to SECI shall also be acceptable.

## FORMAT- 6.8

### Format for Disclosure

[On the letter head of Bidding Company/Each Member in a Bidding Consortium]

(to be submitted separately for each Project)

#### Disclosure

1. We hereby declare and confirm as under:-
- i. That only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ **under PART- A/B [Select any one]** 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

OR

- ii. That we are participating in the RfS selection process for the RfS No. \_\_\_\_\_ **under PART- A/B [Select any one]** and that in addition to our Proposal, the following companies are also separately participating in this selection process with which we have direct or indirect relationship as our Parent / Affiliate / Ultimate Parent / Group Company. The names of such other companies are given below: -.

Sl. No.	Name of the Company	Relationship with bidding Company	Capacity (MW)	Location including State
1				
2				
...				

2. 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 RfS will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed.

*(Signature & Name of the person Authorised By the board)*

## FORMAT- 6.9

### Summary Data Sheet

Soft copy of the Excel Utility shall be available shortly on [www.seci.gov.in](http://www.seci.gov.in)

### Sample Format

Validation Pending		Validate						
SUMMARY DATA SHEET (Format 6.9)								
Section	Details to be Furnished by the Bidder						Refer RfS Doc Clause	
Bidder's Details	Full name of Bidder: <sup>a</sup>	mangal deep gupta			Bidder's Status: <sup>a</sup>	Company		Section 2
	Whether Lead Member is Indian: <sup>a</sup>	Yes			Address (Line-1): <sup>a</sup>	delhi		
	Address (Line-2): <sup>a</sup>	kanpur			Address (Line-3): <sup>a</sup>	ghaziabad		
	Website (if Any):							
	List of Parent/Ultimate Parent/Affiliates/Group Companies, if any:							
	Details of other Projects, if any, being bid by Parent/Ultimate Parent/Affiliates/Group Companies	Project 1	Company Name		Capacity (in MW)		Location	Cl 3.6, Format 6.8
		Project 2	Company Name		Capacity (in MW)		Location	
		Project 3	Company Name		Capacity (in MW)		Location	
		Project 4	Company Name		Capacity (in MW)		Location	
		Project 5	Company Name		Capacity (in MW)		Location	
		Project 6	Company Name		Capacity (in MW)		Location	
		Project 7	Company Name		Capacity (in MW)		Location	
		Project 8	Company Name		Capacity (in MW)		Location	
		Project 9	Company Name		Capacity (in MW)		Location	
	Name of the controlling share holding company: <sup>a</sup>	msu						Section 2
Whether listed with any stock exchange (Name of Exchange where listed, otherwise enter "No"):								
Name the member companies of the consortium [eg: 1) Abc, 2) Def]: <sup>a</sup> (Please enter N.A. if not applicable)	n.a.							
Name of the Lead/Controlling member of the Consortium (if applicable): <sup>a</sup>	msbcslv							

Project Capacity Breakup		Projects Capacity Under PART-A (DCR) (in MW)*	70	Projects Capacity Under PART-B (Open) (in MW)*	90	Total Project Capacity Proposed (in MW)*	160.00						
Type of the Project*	Capacity of the Project (in MW)*	Location		Technology & Technology Provider		Grid Connectivity		Details of BG Submitted towards EMD (@Rs. 10 Lakhs/MW per Project)					
		State*	District, Tehsil, Village*	Name of the Technology partner and its Status *	Technology proposed to be deployed*	Name of STU & details of Substation (including Location) proposed to be connected *	Interconnection with Grid at Voltage level of (in kV)*	BG Nos.*	Total Amount (in Rs. Lakhs) for the Project*	Name of the Banking Bank *	BG Valid Upto (dd/mm/yyyy)*	Whether Accelerated Depreciation Considered *	Preferance Order of Project (Ranking to be done irrespective of category)
DCR								0					Cl 2.8, Cl 3.5, Cl 3.9, Format 6.7, Format 6.10
								0					
								0					
								0					
PART-B								0					
								0					
								0					
								0					

  

Details of Processing Fee ( Rs. 1 lakh /project upto 20 MW & Rs 2.00 Lakh/project above 20MW )			
(i) Amount (in Rs.Lakhs)*		(ii) Banker*	
(iii) DD / Pay Order No.*		(iv) DD/Pay Order Date*	

  

Name & Contact details of the person authorized by the Company / Consortium to sign the Response to RIS			
(i) Name of the person *		(ii) Designation*	
(v) Mobile No.*		(v) Office Tel.(with STD Code)*	
(vi) Correspondence Add.*		(iii) E-Mail address*	
		(iv) Fax (with STD Code):	

Net Worth details	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group / Consortium Member/ Technology Provider Company whose Net Worth is to be considered* [1]	Relationship with Bidder*	In case entity at [1] is Parent/ Affiliate/ Group Company of a Consortium member, then name of such Consortium member	Annual audited accounts submitted for the year				Financial/ Accounting Year to be considered for Net Worth *	Paid up share capital (in Rs. Crores) *	Free Reserves (in Rs. Crores) *	Revaluation Reserves (in Rs. Crores) *	Intangible Assets (in Rs. Crores) *	Miscellaneous Expenditures to the extent not written off & carry forward losses (in Rs. Crores) *	Net Worth of the Entity at [1] (in Rs. Crores) *	Mandatory in Case of Consortium	
				2009-10 or 2010 *	2010-11 or 2011* *	2011-12 or 2012 *	2012-13 or 2013* *								7 days before submission of response to RIS *	Equity Commitment in Bidding Company (in %age)
Consortium's total Net Worth committed (Rs. Crores)			0.00	Please click on "ADD ROW" button for entering more than one Member Company, you can delete unwanted rows by clicking on "DELETE LAST ROW" Button												



<b>Confirmation of Meeting various requirements of the RIS</b>	Confirm attachment of -Financial requirements as per Format 6.6 *		Format 6.6
	Confirm attachment of- Letter from STU confirming Technical Feasibility of connection as per Format 6.8 *		Format 6.7
	Confirm attachment of -Power of attorney issued by each of other Consortium members in favour of lead member of the Consortium as per Format 6.2 *		Format 6.2
	Confirm attachment of Board resolution as per Format 6.4 authorizing the Authorized signatory for signing the response to RIS *		Format 6.4
	Confirm submission of Shareholding of Controlling Shareholder and the Lead Member. *		CI 3.7 B
	Confirm submission of Consortium Agreement as per Format 6.5 *		Format 6.5
	Confirm attachment of disclosure statement as per Format 6.9 *		Format 6.9
	Confirm unconditional acceptance of all the conditions and Clauses of the RIS Document along with the subsequent PPA and VGF Securitization Agreement.*		
	Confirm - All pages of the response to RIS & PPA are initialed by the Authorized Signatory *		CI 3.18
	Confirm - All information submitted in English Language *		CI 3.18
	Confirm - Validity of response to RIS as 210 days from last date of submission *		CI 3.20
	Confirm attachment of - Declaration by the Bidder for the Proposed technology tie-up as per Format 6.11 *		Format 6.11
	Confirm submission of Covering Letter as per Format 6.1 *		CI 3.17
	Confirm submission of Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding company / all member Companies of Bidding Consortium. *		
<b>Any Other related Information that Bidder feels necessary</b>			
<b>Date*:</b>		<b>Signature*:</b>	
<b>Place*:</b>		<b>Name*:</b>	

## FORMAT-6.10

### Format for Technical Criteria

#### **[On the letter head of Bidder]**

(to be submitted separately for each Project)

To,

**[Insert name and address of SECI]**

Dear Sir,

**Sub: Response to RfS No. \_\_\_\_\_ for Selection of New Grid connected Solar PV Projects under Phase-II, Batch-I of JNNSM for Part-A/ Part-B (Mention whichever is applicable)**

We hereby undertake to certify in line with **Clause 3.13** under the title “Financial Closure” that the following details shall be furnished within **210 days** of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established technology and **at least one Project** based on this technology is successfully operational for **at least one year**.
- 2.0 Details of the Project with location and the successful operational period of the Project utilizing this technology.
- 3.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
  - i) Ownership or lease hold rights (**for at least 30 years**) in the name of the Solar Power Developer **and** possession of **100% of the area** of land required for the Project.
  - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Solar Power Developer and the land is suitable for industrial use.
  - iii) Sworn affidavit from the Authorized person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
  - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.
- 4.0 Specific plan for meeting the requirement of domestic content for cells and modules is to be submitted. (**Applicable in case of Part-A Projects only**)

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

***(Signature & Name of the person Authorized By the board***

**FORMAT - 6.11**

**Declaration by the Bidder for the proposed technology tie-up under  
PART- A/B [Select any one]**

(to be submitted separately for each Project)

<b>1</b>	<b>Name of Bidding Company / Lead Member of Bidding Consortium</b>			
<b>2</b>	<b>Name of the Technology partner (if finalized)</b>			
<b>3</b>	<b>Capacity proposed</b>	<b>Part-A (Open)</b>		<b>Aggregate: .....MW</b>
		<b>Part-B (DCR)</b>		
<b>3</b>	<b>Technology proposed to be adopted for the Project</b>			
<b>4</b>	<b>Estimated Capacity Utilization Factor</b>			<b>%</b>
<b>5</b>	<b>Estimated Annual Generation of Electrical Energy</b>			<b>kWh</b>
<b>6</b>	<b>Brief about the proposed Technology</b>			
	<b>Crystalline Silicon Solar Cells and Modules</b>			
	<b>Concentrator PV Modules</b>			
	<b>Thin Film Modules</b>			
	<b>Any Other Technology</b>			
<b>7</b>	<b>Please mention the technical requirement chosen by the Bidder</b>			

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

**Signature of the Authorized Signatory  
Name of the Authorized Signatory**

**FORMAT- 6.12 (A)**

**FINANCIAL PROPOSAL**

(to be submitted separately for each Project)

**Covering Letter  
(On Bidder's letter head)**

[Date and Reference]

To,  
Additional General Manager (Contracts)  
Solar Energy Corporation of India,  
4<sup>th</sup> Floor, Tower-I, NBCC Plaza,  
Sector-V, Pushp Vihar, Saket,  
New Delhi-110017  
Tel./Fax No.:.....

**Sub: Response to RfS for Selection of 750 MW Grid connected Solar Photo Voltaic Projects under JNNSM Phase II, Batch-I vide RfS No.----- under PART-A/PART-B (Mention whichever is applicable)**

Dear Sir,

I/ We, \_\_\_\_\_ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for the Project No.\_\_\_\_\_ for a capacity of \_\_\_\_\_MW at \_\_\_\_\_ (*enter Project's location*) as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 210 (Two hundred and Ten) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RfS.

**FORMAT- 6.12(B)**

**Financial Proposal**

**Subject: - Response to RfS No----- Dated-----for Selection of 750 MW Grid connected Solar Photo Voltaic Projects under JNNSM Phase II, Batch-I under PART- A/ PART-B [Select any one]**

<b>Project details</b>	<b>Project capacity (MW)</b>	<b>Estimated Project Cost (INR/MW)* (in figures)</b>	<b>Estimated Project Cost (INR/MW) (in words) (without any decimals)</b>	<b>VGF Sought from SECI (INR /MW) (in figures)</b>	<b>VGF Sought from SECI (INR /MW) (in words) (without any decimals)</b>	<b>Order of Preference (Projects to be ranked separately for each category, from 1-5, with 1 being the 1st preference)</b>
<b>Project-01</b>						

*(Similarly, the Bidder shall fill out separate Financial Proposals for separate Projects and submit them in separate sealed envelopes as described in Clause 3.19)*

**Note:**

1. Total VGF requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. The above quoted Project Cost (and hence, the VGF Requirement) shall include all **expenses laid down in Annexure- A of this RfS.**
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. \*All figures are to be rounded off to the nearest Rupee only. Any figures given in paise will be not considered.

Authorized Signature  
Name  
Designation  
Name of the Firm/Consortium  
Address

**Annexure-A**

**Preliminary Estimate of Cost of Solar PV Power Project**

(PART-A or PART-B, *select whichever applicable*)

(To be submitted separately for each Project)

Project Capacity: .....MW

Location: .....

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
I.	SPV Modules		
II.	Mounting Structures		
III.	Power Conditioning Units		
IV.	Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System		
V.	Power Evacuation Arrangement up to Inter-Connection Point (Cables and Transformers)		
VI.	Land Acquisition		
VII.	Civil and General Works		
8.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
9.	Others (Please specify)		
<b>10.</b>	<b>Total Project Cost</b>		

**(Signature)**

**(Name of Bidder)**

## Annexure- B

### Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

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

#### **1. PV Module Qualification**

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

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

1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

#### **2. Power Conditioners/ Inverters**

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2
Electromagnetic Compatibility (EMC)	IEC 61000 series-relevant parts
Electrical Safety	IEC 62109-1&2
Protection against Islanding of Grid	IEEE1547/UL1741/equivalent BIS Standard
Grid Connectivity	Relevant CERC Regulations and Grid Code as amended and revised from time to time.

#### **3. Cables and connectors:**

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years)

#### **4. Other Sub-systems/Components**

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant

international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance (IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years).

## **5. Authorized Test Centres**

The PV modules/ Power Conditioners deployed in the power plants shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable.

## **6. Warranty**

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

## **7. Identification and Traceability**

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 25°C)
- vi. Wattage, I<sub>m</sub>, V<sub>m</sub> and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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



## 8. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to SECI/MNRE.
- b. The SPDs shall install equipment to monitor solar radiation on the module plane, and other climatic parameters including ambient temperature and wind speed. The system monitoring generation data of DC and AC power from the plant shall also be put in place. This data shall be submitted to SECI/MNRE at a periodicity as defined from time to time by them. The mode could be on-line or uploading on the website as informed later.
- c. The SPDs shall provide access to SECI/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.

## 9. Safe Disposal of Solar PV Modules:

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

## 10. Capacity of Solar PV Projects:

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Maximum AC Capacity Limit at Delivery point
1	10 MW	10 MW	10 MW
2	20 MW	20 MW	20 MW
3	30 MW	30 MW	30 MW
4	40 MW	40 MW	40 MW
5	50 MW	50 MW	50 MW

- (ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.
- (iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project the

each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.

- (iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply in multiples of 10 MW only. (e.g.10MW/20MW/30MW/40MW/50MW) as the case may be for the capacity not commissioned by the scheduled commissioning date.
- (v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

## **11. Commissioning Procedure**

- (i) At the time of commissioning, the Committee shall verify compliance of technical parameters of the Project as per Annexure-B of the RFS document.
- (ii) SPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and SECI at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice of the date on which it intends to synchronize the Power Project to the Grid System. SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- (iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- (iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documents as per prescribed format. However, the SPD shall submit to SNA/SECI, the status of installation of equipment at least 10 days prior to the commissioning date/scheduled date of visit of the Committee.
- (v) Electrical inspector report shall be made a part of the commissioning certificate. It would be the responsibility of the SPD to collect the certificate and submit the same to SNA.
- (vi) SPD shall ensure Connectivity to the grid from concerned CTU/STU/Transmission Utility/DISCOM.
- (vii) Joint Meter Reading (JMR) shall be taken at Delivery Point/Pooling Substation at the time of connectivity of the Project with Grid. This shall include information of Main, Check and Standby Meters installed in the respective premises.
- (viii) Synchronization Certificate as per prescribed format shall be issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid.
- (ix) Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
- (x) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by SECI. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.

- (xi) SPD is permitted to schedule the Commissioning of the Project in full or part thereof in multiples of 10 MW capacity as per the commissioning procedure elaborated above.
- (xii) Based on the above reports, SNAs shall issue part commissioning/commissioning certificate and forward the same to SECI.
- (xiii) Solar power developers would be required to plan commissioning/synchronization with grid at least five days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the Project site for commissioning rests solely on the developer.

**Installation Report**

*(To be verified by Commissioning Committee)*

Sr. No.	Capacity of the Plant (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of Full capacity of PV arrays, PCUs, Transformers	

**Status – Installation Report**

*(To be provided by SPD and to be submitted at least 10 days prior to commissioning date)*

Sr. No.	Capacity of the Plant (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used  (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Status of completion of work as on date  (i) Capacity of PV array, (ii) PCUs (iii) Transformer  Likely date of completion of the above activities	% Installation % Installation % Installation

**Sample Connectivity Report**

(To be provided by concerned CTU/STU/Transmission Utility/Discom)

This is in compliance to the office order of the -----,----- Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid under JNNSM Phase-II Batch-I scheme installed at <Village>, <Tehsil>, <District> in the <State> on <date>.

The details of Solar Power Plant are as under:-

S. No.	Name of Solar Power Developer & Location	Capacity Mentioned in Agreement	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	<> MW	Metering Detail at Delivery Point (<Village>)  S.No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase>  S.No. of < kV> PT i) <R-Phase> ii) <Y-Phase> iii) <B Phase>  S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: <> 132 kV GSS, <>, <>, (<Distt.>)	A) Transformer <Make/Type:> <Sr. No.> B) Inverters <Make/Type:> <Sr. No.> C) Modules <Make: > <W>, < W > <Total: Nos.> D) Switchgear Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipments is as under:

<kV> line from --- to -----, completed on date -----.

Line Bay at < kV > GSS, ----- charged for ---- on -----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on ..... (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date-----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

**Sample Synchronization Certificate**

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----, Village - ----- Tehsil -----, District ----- was Grid connected on ..... (Date) at----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on ..... (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

- NB:**
- (i) The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/Discoms
  - (ii) Copy of duly signed MRI is to be enclosed.

**Sample Part Commissioning / Full Commissioning Certificate  
of Solar PV Power Project**

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -----, Tehsil ----- & Distt. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

**NB:** To be issued by State Nodal Agencies.

## Annexure- C

### Check list for Bank Guarantees

Sl. no.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

**Annexure-D**  
**List of Banks**

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>2. OTHER PUBLIC SECTOR BANKS</b>
<b>SBI AND ASSOCIATES</b>	1. IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. ABN Amro Bank N.V.
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
8. Dena Bank	1. Federal Bank Ltd.
9. Indian Bank	2. ING Vysya Bank Ltd.
10. Indian Overseas Bank	3. Axis Bank Ltd.
11. Oriental Bank of Commerce	4. ICICI Bank Ltd.
12. Punjab National Bank	5. HDFC Bank Ltd.
13. Punjab & Sind Bank	6. Yes Bank Ltd.
14. Syndicate Bank	
15. Union Bank of India	
16. United Bank of India	
17. UCO Bank	
18. Vijaya Bank	
19. Bank of Baroda	