

# **SOLAR ENERGY CORPORATION OF INDIA**

(A GOVERNMENT OF INDIA ENTERPRISE)

INVITES REQUEST FOR SELECTION OF BIDDERS (RFS)

FOR

IMPLEMENTATION OF GRID CONNECTED ROOF TOP  
SOLAR PV SYSTEM SCHEME IN SELECTED  
CITIES/STATES IN INDIA (PHASE-III)

RFS No: SECI/Cont./SRT-III/67/2013 Dated: 13.09.2013



SOLAR ENERGY CORPORATION OF INDIA (SECI)  
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**September-2013**



## **SOLAR ENERGY CORPORATION OF INDIA**

(A Government of India Enterprise)

RFS No: SECI/Cont./SRT-III/67/2013

Date: 13-09-2013

Under the directions of “MNRE”, Solar Energy Corporation of India (hereinafter called “SECI”), invites project developers, MNRE channel partners, Technology providers, System integrators, Renewable Energy Service Companies(RESCO), EPC Contractors to participate in the Request for Selection (RFS) for design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for a period of 2 years of Roof Top Solar PV power system in selected Cities/States in India(Phase-III).

For the implementation of above mentioned work, Bidders should submit their bid proposal along with all supporting documents complete in all aspect on or before 17-10-2013 up to 2.30 p.m. in the office of “SECI” in prescribed format.

Bidder shall submit bid proposal along with non-refundable processing fee, complete in all respect as per the Bid Information sheet. Techno-Commercial Bids will be opened on 17-10-2013 at 3:00 p.m. in presence of authorised representatives of bidders who wish to be present. Bid proposals received without the prescribed processing fees and Bid Bond will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, “Technical Specifications”, various conditions of contract, formats, etc, can be be downloaded from MNRE website [www.mnre.gov.in](http://www.mnre.gov.in) and / or SECI website [www.seci.gov.in](http://www.seci.gov.in) .Any amendment (s)/corrigendum/Clarifications with respect to this Bid shall be uploaded on MNRE website and / or SECI website only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website(s).

**AGM (Contracts)**

## **BID INFORMATION SHEET**

<b><i>Bid Description</i></b>	Implementation of Grid connected Roof Top Solar PV System Scheme in Selected Cities/States in India (Phase-III)
<b><i>Pre-Bid Conference/Clarification meeting</i></b>	A pre-bid conference shall be held on <b>26.9.2013</b> at 11:00 A.M. at SECI office ,4 <sup>th</sup> floor, Tower-1, NBCC Plaza, Pushp Vihar, Sector-V, Saket, New Delhi-110017. Only one person from the bidder company is allowed to participate in the meeting. Bidders are requested to send their queries at least 3 days before the schedule date of meeting.
<b><i>Bid Deadline</i></b>	<b>17.10.2013</b> up to 2.30 PM
<b><i>Date of Techno-Commercial bids opening</i></b>	<b>17.10.2013</b> at 3:00 PM
<b><i>Non-Refundable Bid processing fee</i></b>	<b>Rs. 10,000/-</b> (Rs. Ten Thousand only) for each city to be furnished through Demand Draft (DD) along with Bid.
<b><i>Validity of Bid</i></b>	12 months after the date of Techno-Commercial Bid Opening.
<b><i>Bid Bond</i></b>	Based on the Bid capacity proposed by the bidder Bid Bond shall be furnished the along with the bid for each city. Please refer Clause 1.11 of Section -I
<b><i>Performance Security(PBG)</i></b>	PBG amount shall be furnished for each city at the time of Notification of Award of work by SECI. Please refer Clause 1.12 of Section -I
<b><i>Bid Process</i></b>	Single stage, Two Part (Techno-Commercial Bid & Price Bid)

## DEFINITIONS & ABBREVIATIONS

In the “Bid/Tender/ Contract Document” as herein defined where the context so admits, the following words and expression will have the following meaning:

- a. “**Affiliate**” shall mean a company that either directly or indirectly
  - i. controls or
  - ii. is controlled by or
  - iii. is under common control witha Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- b. “**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS);
- c. “**Bid**” shall mean the Techno Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFS, in accordance with the terms and conditions hereof.
- d. “**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”;
- e. “**Bidding Consortium or “Consortium**” shall refer to a group of companies that has collectively submitted the Bid in accordance with the provisions of this RFS;
- f. “**Bid Bond**” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 1.11 of this RFS, as per the prescribed Format- 4;
- g. “**Bidding Company**” shall refer to such single company that has submitted the Bid in accordance with the provisions of this RFS;
- h. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RFS as specified in Bid information Sheet;
- i. “**Bid capacity**” means: capacity for which Bidder has submitted the proposal;
- j. “**CEA**” shall mean Central Electricity Authority.

- k. **“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;
- l. **“Competent Authority”** shall mean Managing Director (MD) of Solar Energy Corporation of India himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
- m. **“Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFS.
- n. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956;
- o. **Capacity Utilization Factor” (CUF)** means the ratio of the annual output of the plant in kWh versus installed plant capacity for number of days.  $CUF = \text{plant output in kWh} / (\text{installed plant capacity in kW} * 365 * 24)$
- p. **“DNI”** shall mean Daily Normalized Irradiance;
- q. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Clause 1.3 of this RFS;
- r. **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 1.3.4 hereof;
- s. **“IEC”** shall mean specifications of International Electro-technical Commission;
- t. **“kWp”** shall mean Kilo-Watt Peak;
- u. **“kWh”** shall mean Kilo-Watt-hour;
- v. **“Lead Member of the Bidding Consortium” or “Lead Member”** shall mean the Member which fulfils the Financial Eligibility Criteria and submits the Bid and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement Specified in Format- 8 of this RFS;
- w. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;

- x. **“Member of a Bidding Consortium” or “Member” or “Consortium Member”** shall mean each company in the Bidding Consortium which has executed the Consortium Agreement as provided in Format-8 of this RFS;
- y. **“Minimum Bid Capacity”** shall mean the minimum capacity for which the Bidder is required to submit its Bid. It is 250 kWp for all cities except Palatana for which bidder necessarily quote for 1000 kWp with each size of the project cannot exceed 500 kWp as per Clause 1.3.1.
- z. **“Maximum Bid Capacity”** shall mean 2 MWp which is the maximum capacity for which the Bidder can submit its Bid;
- aa. **“O&M”** shall mean Operation & Maintenance of Rooftop Solar PV system;
- bb. **“Owner of the project”** shall mean anyone who has invested his 100% equity in the rooftop Or the Project Developer who has taken the roof on lease for 25 years from the date of Commissioning of project.
- cc. **“Project Cost / Project Price ”** shall mean the price agreed between Bidder and the SECI to complete the project as defined in the Scope of work based on which subsidy amount will be calculated.
- dd. **“Project capacity”** means Capacity in kWp offered by the Bidder for each city consisting of single or multiple roof tops. The project capacity specified is on “DC” output Side only.
- ee. **“Performance Ratio” (PR) means**  
 “Performance Ratio” (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.  $PR = (\text{Measured output} / \text{Installed Plant capacity}) * (1000 / \text{Measured radiation intensity in W/m}^2)$ .
- ff. **“Parent Company”** shall mean a company that holds at least twenty six percent (26%) of the paid-up equity capital directly or indirectly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be;
- gg. **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 1.3.5
- hh. **“Project Sanction Documents”** shall means the documents as specified in Annexure – A
- ii.

- jj. **“Price Bid”** shall mean Envelope II of the Bid, containing the Bidder’s Quoted Price as per the Section- V of this RFS;
- kk. **“Qualified Bidder ”** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 1.3 stand qualified for opening and evaluation of their Price Bid;
- ll. **“RFS”** shall mean Request for Selection (RFS)/Bid document/Tender document
- mm. **“RESCO”** shall mean Renewable Energy Service Companies
- nn. **“RESCO model”** shall mean where the bidders intend to take a roof top owned by some other entity on lease/rent and sell the power generated from the project to the building owner / DISCOM / others
- oo. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
- pp. **“Successful Bidder(s) / Project Developers(s)”** shall mean the Bidder(s) selected by SECI pursuant to this RFS Phase-III for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFS Documents, and to whom a Allocation Letter has been issued;
- qq. **“SECI”** shall mean Solar Energy Corporation of India, New Delhi (A Govt of India Enterprise) under MNRE;
- rr. **“SNA”** shall mean State Nodal Agency.
- ss. **“Subsidy”** shall mean 30% of total Project Price
- tt. **“Tendered Capacity”** shall mean the Total aggregate capacity in MW as indicated in Clause 1.2.1 against each city, proposed to be allocated by SECI to the Successful Bidder through this bidding process as per terms and conditions specified therein;
- uu. **“Ultimate Parent Company”** shall mean a company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding Company or Member of a Consortium, (as the case may be) and/or in the Financially Evaluated Entity and such Bidding Company or Member of a Consortium, (as the case may be) and /or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company;
- vv. **“Wp”** shall mean Watt Peak

## **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



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## **SECTION - I**

### **A. DETAILED INFORMATION AND INSTRUCTIONS TO THE BIDDERS**

#### **1. Introduction**

The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.

The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

- 1.1 MNRE launched a pilot scheme for promotion of large scale grid-connected roof top solar PV projects and SECI is designated as implementing agency for this scheme. The pilot scheme targets large area roofs of government offices, PSUs, Commercial establishments, hospitals, cold storages, warehouses, industry and educational institutions.

On behalf of MNRE, SECI, which expression shall also include its successors and permitted assigns, hereby invites interested project developers, MNRE channel partners, Technology providers, System integrators, Renewable Energy Service Companies (RESCO), EPC Contractors to participate in the bidding process for the selection of Successful Bidder(s) for implementation of large scale grid-connected roof top Solar Photovoltaic Projects under this pilot scheme in the cities / states indicated herein after.

#### **1.2 SELECTED CITIES/STATES:**

- 1.2.1 In the Phase-III or Third phase, the following Cities/States with Tendered Capacity as mentioned against each city, have been selected under the above scheme.

Sl. No	City	Capacity
1.	Palatana	1.0 MW
2.	Chennai	2.0 MW
3.	Coimbatore	1.0 MW
4.	Chandigarh	1.0 MW
5.	Delhi	1.0 MW
6.	Gwalior	1.0 MW
7.	Kolkata	1.0 MW
8.	Mumbai	1.0 MW
9.	Pune	1.0 MW
<b>Total</b>		<b>10 MW</b>

The above Tendered Capacity may increase or decrease by 20%.

**1.2.2** Minimum Bid Capacity for all the cities indicated in table above shall be 250 kWp except for Sr. No. 1 above i.e. Palatana, for which the minimum Bid Capacity is 1000 kWp. That means for location / city Palatana, the tender capacity of 1 MW shall be allocated to **only one bidder**, for installation at identified location indicated in Annexure-B.

**Note:**

In OTPC Palatana, it is estimated that total 1MW shall be installed on various buildings by aggregating the capacity within the campus as per identified location indicated in Annexure-B. The bidder have to necessarily quote for tendered capacity i.e 1 MW for Palatana, however each project size cannot exceed 500 kWp as per Clause 1.3.1. The Project shall be owned by OTPC, who do not intend to lease / rent their building roof-tops.

**1.2.3** For selection of roof top by the Successful Bidder, Municipal Corporation limits / Master Plan areas limited shall be considered for the above mentioned cities. SECI may relax this condition on request, on case to case basis.

**1.2.4** In case Successful Bidder is not able to locate sufficient roof top for the allocated capacity in their respective cities, 30% of allocated capacity to the Successful Bidder may be allowed in other cities of the same state with the written consent of SECI.

### **1.3 ELIGIBILITY CRITERIA:**

#### **1.3.1 SIZE OF THE PROJECTS & BID CAPACITY**

The size of each project shall be in the range of 100kW<sub>p</sub> to 500 kW<sub>p</sub>. One project may however comprise of several rooftop units and the minimum capacity of the project can also be achieved by aggregating the buildings in the same area. However, SECI reserves the right to relax the aggregate capacity (i.e. minimum capacity) within a defined area based on the merit of case to case basis. Each roof top unit can separately connect with the grid and may have separate meters. The bidder shall apply for a minimum capacity of 250kW<sub>p</sub> for all cities except in case of Sr.No. 1 of Clause 1.2.1, i.e. Palatana for which Bidder shall quote, for the minimum Bid Capacity of 1000 kW<sub>p</sub>. However for location / city Palatana, bidder shall quote for site, whose details are mentioned in Annexure-B. Bidder should get familiarized before submitting their bid for location / City Palatana. The bidder shall apply for a maximum capacity of 2 MW<sub>p</sub>.

The bidder has the liberty to choose their "Owner". However for the location / City Palatana, bidder shall quote only for site, whose details are mentioned in Annexure-B.

#### **1.3.2 GENERAL:**

- (a) The Bidder should be a corporate entity duly incorporated in India under the relevant Law and engaged in the business of Solar Power.

A copy of certificate of incorporation/Memorandum of Association/Article of Association or any other relevant document(s) may be furnished along with the bid in support of above. In the Memorandum and Articles of association, Article Number should be highlighted separately wherein above information has been stated.

- (b) The bidder should have valid CST/State VAT/TIN registration certificate. Registration document(s). to be provided by the bidder where it is presently operational / Company is registered.  
(Copy to be furnished in support).

- (c) Bidder must meet the eligibility criteria independently as a Bidding Company or as a Bidding Consortium with one of the members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid. In case of a Bidding Consortium the Financial Eligibility criteria like annual turnover or net worth as indicated below, shall be fulfilled by the Lead Member or Parent Company while the Technical Eligibility Criteria may be fulfilled by any

consortium member. In case bidder is quoting his bid through consortium, a Consortium Agreement as per the Format-8 shall be furnished along with the bid. Financial Consortium is not envisaged in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 8. However, Bidding Company/Lead Member of the Technical Consortium can form the Project Company as specified in Clause 1.3.5. Bidder can be allowed to form one consortium only.

- (d) Bidder can however use the technical and financial strength of its Parent Company to fulfil the Technical and/or Financial Eligibility criteria mentioned below. In such case, Bidders shall submit an Undertaking from the Parent Company as per Format -11 and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format-10, Company Secretary certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company.

### **1.3.3 TECHNICAL ELIGIBILITY CRITERIA:**

- a. The Bidder should have installed at least one Grid connected Solar PV Power Project in India having a capacity of not less than 25 kW which should have been commissioned at least six months prior to Techno-Commercial Bid Opening date.

The list of project commissioned at least 6 month prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/Owner shall be submitted in support of Clause 1.3.3 (a) above.

### **1.3.4 FINANCIAL ELIGIBILITY CRITERIA:**

- (a) The Bidder should have an Annual Turnover or Net worth as indicated below.
  - i. The Annual turnover of Rupees 5.0 Crore per MW in any one of the last 3 Financial years preceding the Bid Deadline subjected to the condition that the Bidder should at least have completed one financial year.  
Or
  - ii. Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.

In case of more than one Price Bid submitted by the Bidder, the financial eligibility criteria must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Price Bid..

In case quoted Bid capacity is less than 1 MW, Annual Turnover/Net worth requirements shall be on pro-rata basis.

The formula of calculation of net-worth shall be as follows:

Net-worth = (Paid up share capital) + {(Reserves - Share premium) +Share premium of listed companies)} - (Revaluation of reserves)-(Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses).

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 accounts 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 the Bid.

Bidders shall furnish documentary evidence as per the Format -9, duly certified by Authorized Signatory and the Statutory Auditor / Practising Chattered Accountant of the Bidding Company in support of their financial capability.

### **1.3.5 INCORPORATION OF A PROJECT COMPANY**

- 1.3.5.1 In case the Bidder is a Bidding Company and wishes to incorporate a Project Company, it shall indicate this in Format-3. In such a case Bidder if Selected as a Successful Bidder shall incorporate a Project Company within the Fifteen (15) days of issue of Allocation Letter. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company.
- 1.3.5.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) upto a period of two(2) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Parent Company or Ultimate Parent Company. If the Successful Bidder so invests, the Successful Bidder shall be liable to ensure that minimum equity holding/Lock in limits

specified above are still maintained. Shareholding cannot be changed for the Project Company incorporated for execution of Project under this Bid process. However for other case shareholding can be changed.

#### **1.4 BID SUBMISSION BY THE BIDDER**

**1.4.1** The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV of this document.

**1.4.2** Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

**1.4.3** The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria to the satisfaction of SECI and shall furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for the last three(3) financial years immediately preceding the Bid Deadline for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.

**1.4.4** In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3(Three) years preceding the year for which the Audited Annual Report is not being provided.

#### **1.4.5 BID SUBMITTED BY A BIDDING CONSORTIUM:**

**1.4.5.1** The Bid shall contain legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format-8). Each Member of the Bidding Consortium shall duly sign the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.

Provided further that the Lead Member of the Bidding Consortium shall only be liable for the Bid.

Provided further that the Consortium Agreement shall not be amended without the prior written approval of SECI.

- 1.4.5.2 The Lead Member shall designate one person to represent the Consortium in its dealings with the SECI. The person designated by the Lead Member shall be authorized through a Power of Attorney (as per Format-7.) to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid on behalf of the Consortium, etc.
- 1.4.5.3 In case of Bid being submitted by a Consortium, the Lead Member of the Consortium shall be the single point of contact for the purposes of the Bid process. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of SECI.
- 1.4.5.4 Financial Consortium is not envisaged in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 8. However, Bidding Company/Lead Member of the Technical Consortium can form the Project Company as specified in Clause 1.3.5. Bidder can be allowed to form one consortium only.
- 1.4.6. Bid submitted by a Bidding Company:
  - 1.4.6.1. The Bidding Company should designate one person to represent the Bidding Company in its dealings with SECI. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original (as per Format-7), authorizing the signatory of the Bid.
- 1.4.7. **CLARIFICATIONS AND PRE-BID MEETING**
  - 1.4.7.1. The SECI will not enter into any correspondence with the Bidders, except to furnish clarifications on RFS Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFS in writing, through a letter or by fax (and also soft copy by e-mail) to reach SECI at the address, date and time mentioned in Bid information sheet.
  - 1.4.7.2. The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by SECI.
  - 1.4.7.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFS including in particular, issues raised in writing by the Bidders.



1.4.7.4. SECI is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

## **1.5 AMENDMENTS TO RFS BY SECI.**

1.5.1 At any time prior to the deadline for submission of Bids, the SECI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFS document by issuing clarification(s) and/or amendment(s).

1.5.2 The clarification(s) / amendment(s) (if any) will be notified on MNRE website **www.mnre.gov.in.** and / or SECI website **www. seci.gov.in** at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

1.5.3 SECI will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

1.5.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid. Bids received by Employer shall be returned to the concerned Bidders through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the SECI for the purpose.

1.5.5 All the notices related to this Bid which are required to be publicized shall be uploaded on **www.mnre.gov.in** and / or **www. seci.gov.in**

## **1.6 BIDDING PROCESS**

### **1.6.1 BID FORMATS**

1.6.1.1 The Bid in response to this RFS shall be submitted by the Bidders in the manner provided in Clause 1.9. The Bid shall comprise of the following:

#### **(A). Envelop I- Techno-Commercial Bid comprising of:**

- i. Covering Letter as per prescribed Format-1.
- ii. Bid Processing fee shall be submitted as defined in the Bid information sheet. Processing fee for which the bids are being submitted by the bidder may be consolidated and a single DD may be furnished.
- iii. Original power of attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the authorized person signing the Bid, in the form attached hereto as Format-7 or standard power of

attorney in favour of authorized person signing the Bid. **(Power of Attorney must be supplemented by Board Resolution to above effect.)**. However, Employer may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company

- iv. Consortium Agreement as per prescribed Format-8
- v. Bidder's composition and ownership structure as per prescribed Format-10
- vi. Details for meeting Financial Eligibility Criteria as per the prescribed Format-9 along with documentary evidence for the same.
- vii. Undertakings from the Financially Evaluated Entity or its Parent Company /Ultimate Parent Company as per Format-11
- vii.) Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee in the event of failure of the Bidding Company to do so.
- viii.) Bid Bond, as per the prescribed Format-4. Bid bond shall be submitted separately for each City for the offered capacity in a separate envelop (along with Processing fee) superscripted with name of Cities for which Bid is being quoted & other details.
- ix.) Checklist for Bank Guarantee submission requirements as prescribed in Format-6
- x.) Signed and stamped of RFS Documents by Authorised signatory.

## **(B) Envelope II- Price Bid as per SECTION-V**

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory.

- i.) The Bidder shall submit separate sealed Price Bid for each city.
- ii.) The Bidder may quote for Maximum Capacity of 2.0 MWp subject to Minimum Bid Capacity of 250 kWp. However for the location / City Palatana , the Minimum Bid capacity is 1000 kWp.

### **1.7 BID DUE DATE**

- 1.7.1 The Bidder should submit the Bids so as to reach the address indicated below by 1430 hrs (IST) on 17<sup>th</sup> Oct, 2013

**AGM (Contracts)**  
Solar Energy Corporation of India  
NBCC Plaza, Tower-1, Fourth floor,  
Pushp Vihar, Sector-V, Saket  
New Delhi-17

**1.8 VALIDITY OF BID**

- 1.8.1 The bid and the Price Schedule included shall remain valid for **a period of 12 months** from the Date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof, SECI shall forfeit the Bid Bond or PBG as the case may be furnished by him. Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter
- 1.8.2 In exceptional circumstances, the SECI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under Clause 1.11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

**1.9 METHOD OF BID SUBMISSION**

- 1.9.1 Bids are required to be submitted in a single sealed cover envelope (as mentioned in Clause 1.6) containing Envelope I (Techno-Commercial Bid) and Envelope II (Price Bid) each one duly sealed separately. Envelope I (Techno-Commercial Bid) and Envelope II (Price Bid) should be transcript as "Bid for Implementation of Grid connected Roof Top Solar PV System Scheme in Selected Cities/States in India" -Techno-Commercial Bid or Price Bid along with the "BID DUE DATE" as the case may be.
- 1.9.2 In case the Bidder is offering capacity in more than one city, the Price Bid for each city should be sealed in separated envelopes and these envelopes shall be placed in Envelope II.
- 1.9.3 The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach SECI by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. SECI shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

- 1.9.4 It may be noted that Techno Commercial Bid (Envelope I) shall not contain any information/document relating to Price Bid. If Techno Commercial Bid contains any such information/documents, SECI shall not be responsible for premature opening of the Price Bid.
- 1.9.5 All pages of the Bid, except for the Bid Bond, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.
- 1.9.6 Bidders shall submit the Bid in one (1) original plus one copy, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked "ORIGINAL", and all copies are to be clearly marked "COPY OF BID". However, duplicate copy shall not include the Price bids. In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.
- 1.9.7 No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by SECI.
- 1.9.8 If the outer cover envelope or Envelope I (Techno Commercial Bid) or Envelope II (Price Bid) is not closed and not transcribed as per the specified requirement, SECI will assume no responsibility for the Bid's misplacement or premature opening.
- 1.9.9 All the envelopes shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFS document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

#### **1.10 COST OF BIDDING**

- 1.10.1 The bidder shall bear all the costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to

claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid even though SECI may elect to modify / withdraw the invitation of Bid.

### 1.11 BID BOND

The Bidder/Lead member of consortium shall furnish the Interest free Bid Bond @ Rs.6, 75,000 / 250 kWp in the form of Bank Guarantee (BG) / Demand Draft drawn in favour of “Solar Energy Corporation of India”, payable at New Delhi. The validity of Bid Bond is for a period of **6 months from the Bid Deadline**. The Bid Bond for the Techno-Commercial unsuccessful Bidders (i.e bidders who are ineligible for the Price bid opening) will be released / refunded within 30 days from the date of issuance of Allocations letters to the Successful bidders.. Financial Unsuccessful Bidder's Bid Bond will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of Bid Bond validity (i.e. for 6 months from the date of opening of Techno-Commercial Bid) prescribed by the SECI.

The formula applicable to calculate the Bid Bond amount will be:

- a) Bid Bond amount for “Palatana” is Rs. 27,00,000/-(Twenty Seven Lakhs Only)
- b) Bid Bond amount for other Cities = (Rs. 6, 75,000/250kWp) X Bid Capacity in kWp

Example: For 400 kWp the bidder has to submit Bid Bond of Rs. 10,80,000/-(Rupees Ten Lakhs Eighty Thousand Only)

1.11.1 The Bid Bond shall be denominated in Indian Rupees and shall:

- i. at the Bidder's option, be in the form of either a demand draft, or a bank guarantee from a Public sector bank/Scheduled Indian Bank in the prescribed format ;
- ii. A scheduled Indian Bank should have paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of paid up capital requirement).
- iii. be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.
- iv. be submitted in its original form; copies will not be accepted; and remain valid for a minimum period of 6 months from the date of Techno Commercial bid opening, or beyond any period of extension subsequently requested under Clause 1.8.2.

1.11.2. the Successful Bidder shall sign and stamped the Allocation Letter and return the duplicate copy of the same to SECI within 15 days from the date of its issue.

1.11.3. The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to SECI::

a. Hundred percent (100%) of Bid Bond amount, if a Bidder withdraws/revoke or cancel or unilaterally vary his bid in any manner during the period of Bid Validity specified in the RFS document and in accordance with the Clause 1.8.1.

b. Pro-rata to the allocated capacity, If the Successful Bidders fails to unconditionally accept the Allocation letter within 15 days from the date of its issue.

c. Pro-rata to the allocated capacity, If the Successful Bidders fails to furnish the "Performance Security" as per the Clause 1.12.1.

## **1.12. PERFORMANCE SECURITY (PBG)**

1.12.1 Within 25 days from the date of issue of Allocation letter, Successful Bidder/Lead Member of the consortium shall furnish the Performance Security as per the formula indicated below;

### **Formula for calculation of PBG amount:**

a) PBG amount for the "Palatana" is Rs. 27,00,000/- (Twenty Seven Lakhs Only)

b) PBG amount for other Cities= Rs. 6,75,000/250kWp X Allocated capacity in kWp

Example: For 400 kWp is allocated then the successful bidder has to submit PBG amount of Rs. 10, 80, 000/- (Rupees Ten Lakhs Eighty Thousand Only)

1.12.2 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a. a demand draft, or a bank guarantee from a Public sector bank/Scheduled Indian Bank;

b. A scheduled Indian Bank should have paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of paid up capital requirement).

- c. be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.

1.12.3 The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to SECI.

- a. If the Successful Bidder fails to identify the projects and submit Project Sanction Documents to the satisfaction of SECI as per Clause No. 2.9.3, of capacity less than 250 kWp out of his allocated capacity, hundred percent (100%) PBG amount furnished for the allocated capacity..
- b. If the Successful Bidder is able to identify the projects and submit Project Sanction Documents to the satisfaction of SECI, of at least 250 kWp capacity out of his allocated capacity, PBG amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the Projects. .
- c. If the Successful Bidder fails to commission the projects to the satisfaction of SECI, of capacity less than 250 kWp out of his Sanctioned capacity, hundred percent (100%) PBG amount furnished for the Sanctioned Capacity.
- d. If the Successful Bidder is able to commission the projects to the satisfaction of SECI, of at least 250 kWp out of his Sanctioned capacity, PBG amount, pro-rata to the capacity not executed by the Successful Bidder.
- e. For the location / City Palatana, hundred percent (100%) PBG amount furnished for 1000 kWp Sanctioned Capacity, if the Successful Bidder fails to Commission the project(s) to the satisfaction of SECI.

1.12.4 The Performance Security shall be valid for a minimum period of 24 months from the date of issue of Allocation letter(s) and in consonance of Clause 1.11.2.

### **1.13 OPENING OF BIDS**

1.13.1 Envelope-I, Techno-Commercial Bid, of the Bidders shall be opened at 1500 hours on Bid Deadline date at the venue indicated herein above, in the presence of one representative from each of the Bidders who wish to be present.

1.13.2 Name of the Bidder including members of the Bidding Consortium if any, price details of the Bid bond and capacity offered for each city shall be read out to all the Bidders at the time of opening of Techno Commercial Bid.

## **1.14 RIGHT TO WITHDRAW THE RFS AND TO REJECT ANY BID**

- 1.14.1 This RFS may be withdrawn or cancelled by the SECI at any time without assigning any reasons thereof. The SECI further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- 1.14.2 The SECI reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard the SECI shall have no liability towards any Bidder and no Bidder shall have any recourse to the SECI with respect to the selection process. SECI shall evaluate the Bids using the evaluation process specified in Section -I, at its sole discretion. SECI decision in this regard shall be final and binding on the Bidders.
- 1.14.3 SECI reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by SECI will be full and final.

## **1.15 ZERO DEVIATION**

- 1.15.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

## **1.16 EXAMINATION OF BID DOCUMENT**

- 1.16.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- 1.16.2 The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.
- 1.16.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by SECI.



1.16.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

## **B. GENERAL CONDITIONS OF CONTRACT(GCC)**

### **1.17 SCOPE OF WORK**

1.17.1 The scope of work for the bidder include Identification of buildings/leasing rooftop of buildings, Obtaining No Objection Certificate (NOC)” from Distribution Company (DISCOM) for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including operation and maintenance (O&M) of the project for a period of two years after commissioning.

### **1.18 PROJECT COST**

1.18.1 The Project cost shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a “single responsibility” basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 2 years, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

1.18.2 The price quoted is on lump sum turnkey basis and the bidder is responsible for the total scope of work described at Clause 1.17 above.

1.18.3 The project cost shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of subsidy amount irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

1.18.4 The cost shall be inclusive of all duties and taxes, insurance etc .The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable

1.18.5 The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 2 years.

1.18.6 The **Project cost** shall be specified in sanction letter based on Successful Bidder's quote @Rs/Wp (Watt peak) for each project. The project cost shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the SECI and incorporated into the sanction letter.

1.18.7 The Bidder shall complete the Price Bid for each city (Section-V) furnished in the RFS Documents.

#### 1.19 **SECI CHARGES**

The successful bidders shall Pay 3% of 70% of the total project cost as SECI charges towards site visits, inspection; liaison, monitoring etc., Taxes and duties shall be paid extra. The SECI charges are non-refundable and for each project the charges has to be paid within 15 days from date of issuance of Sanction letter by SECI.

#### 1.20 **INSURANCE**

1.20.1 The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period, if required.

1.20.2 The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

#### 1.21 **WARRANTEES AND GUARANTEES**

1.21.1 The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 2 years from the date of commissioning. The successful bidder has to transfer all the Guarantees /Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and SECI

will not be responsible in any way for any claims whatsoever on account of the above.

## **1.22 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP**

1.22.1 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

1.22.2 The specifications of the components should meet the technical specifications mentioned in Section III.

1.22.3 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

## **1.23 OPERATION & MAINTENANCE (O&M)**

The bidder shall be responsible for operation and maintenance of the Roof top Solar PV system for a period of 2 years, during which SECI will monitor the project for effective performance in line with conditions specified elsewhere in the bid document. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

## **1.24 METERING AND GRID CONNECTIVITY**

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). SECI/SNA could facilitate connectivity; however the entire responsibility lies with bidder only.

## **1.25 PLANT PERFORMANCE EVALUATION**

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the DNI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of 20%

subsidy and as per Clause 2.10 of Section II. Minimum CUF of 15% should be maintained for a period of 2years for release of performance related subsidy. The bidder should send the periodic plant output details to SECI for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

#### **1.26 PROGRESS REPORT**

The bidder shall submit the progress report monthly in the Proforma mutually discussed and agreed between the SECI and the bidder. The bidder shall submit the progress report to the SECI. The SECI will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

#### **1.27 PROJECT INSPECTION.**

The project progress will be monitored by SECI and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from SECI or a team comprising of officers from SECI, owner of the project and SNA.

#### **1.28 CANCELLATION OF SUBSIDY**

SECI will not release the subsidy for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also the performance related subsidy will not be released for any CUF <15% during O&M period of 2 years.

#### **1.29 APPLICABLE LAW**

1.29.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

#### **1.30 SETTLEMENT OF DISPUTE**

1.30.1 If any dispute of any kind whatsoever shall arise between the SECI and Contractor in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, whether the parties shall seek to resolve any such dispute or difference by mutual consultation.

1.30.1.1 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been

given in accordance with GCC Sub Clause 1.30.2, shall be finally settled by arbitration.

**1.30.2 In case the Contractor is a Public Sector Enterprise or a Government Department.**

1.30.2.1 In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**1.30.3 In case the Contractor is not a Public Sector Enterprise or a Government Department.**

1.30.3.1 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

1.30.3.2 The SECI and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty (20) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

1.30.3.3 If one party fails to appoint its arbitrator within thirty-two (32) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

1.30.3.4 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 1.29 (Applicable Law) and

a substitute shall be appointed in the same manner as the original arbitrator.

1.30.3.5 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

1.30.3.6 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

1.30.3.7 The arbitrator(s) shall give reasoned award.

1.30.4 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

### **1.31 FORCE MAJEURE**

1.31.1.1 Notwithstanding the provisions of clauses contained in this RFE document; the contractor shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.

1.31.1.2 For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the contractor and all other concerned.

1.31.2 In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the security deposit shall be refunded to him.

1.31.3 If a force majeure situation arises, the contractor shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the work, if required.

## 1.32 LANGUAGE

1.32.1 All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language.

The contract agreement and all correspondence between the SECI and the bidder shall be in English language.

## 1.33 OTHER CONDITIONS

1.33.1 The Contractor shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of SECI in writing.

1.33.2 The Contractor or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of SECI.

1.33.3 The Contractor or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

1.33.4 SECI will not be bound by any Power of Attorney granted/ issued by the Contractor or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However recognition to such Power of Attorney and change (if any) may be given by Purchaser after obtaining proper legal advice, the cost of which will be chargeable to the supplier concerned.

1.33.5 The majority and controlling shareholding in the supplier selected shall be maintained with the promoter shareholders of the supplier without the approval of the SECI.

### 1.33.6 **SUCCESSORS AND ASSIGNS:**

In case the SECI or Contractor undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

### 1.33.7 **SEVERABILITY:**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

#### 1.33.8 COUNTERPARTS:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

#### 1.33.9 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:

This contract is not intended & shall not be construed to confer on any person other than the SECI & Contractor hereto, any rights and / or remedies herein.

#### 1.33.10 PRICE PREFERENCE FOR M.S.M.E/ STATE OR CENTRAL PSUS

There is no relaxation in terms of any conditions of the RFS or price preference or processing fee or Bid Bond or PBG for M.S.M.E/ State or Central PSUs.

#### 1.33.11 LOCAL CONDITIONS:

The intending Bidders shall be deemed to have visited the Site details given in **Annexure-B** and familiarized submitting the Bid. Non-familiarity with the Site conditions will not be considered a reason either for extra claims or for not carrying out the Works in strict conformity with the Technical Specifications or for any delay in performance.

#### 1.34. CORRESPONDENCE

Applicant requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax /E Mail

**Additional General Manager (Contracts)**  
Solar Energy Corporation of India (SECI),  
NBCC Plaza, Tower-1,Fourth Floor  
New Delhi-110 017, India. Telefax: 91-11-29563834  
Telephone: +91-11- 29564033/36  
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Verbal clarifications and information given by the SECI / MNRE or its employees or its Representatives shall not be in any way entertained.



## **SECTION-II**

### **EVALUATION CRITERIA AND SUBSIDY DISBURSEMENT**

#### **2. BID EVALUATION AND SUBSIDY DISBURSEMENT**

##### **2.1. BID EVALUATION**

The evaluation process comprises the following four steps:

- Step I - Responsiveness check of Techno Commercial Bid
- Step II - Evaluation of Bidder's fulfilment of Eligibility Criteria as per Clause 1.3 of Section-I
- Step III - Evaluation of Price Bid
- Step IV - Successful Bidders(s) selection

##### **2.2. RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID**

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFS Subject to Clause 1.3.1, Clause 1.3.2, and Clause 1.3.3 any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of SECI:

- a. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Bid Bond, Consortium Agreements etc.;
- b. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFS;
- c. Material inconsistencies in the information /documents submitted by the Bidder, affecting the Eligibility Criteria;
- d. Information not submitted in the formats specified in this RFS;
- e. Bid being conditional in nature;
- f. Bid not received by the Bid Deadline;
- g. Bid having Conflict of Interest;
- h. More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent Company /Affiliate;
- i. Bidder delaying in submission of additional information or clarifications sought by SECI as applicable;

- j. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFS before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up. Clause 1.3 shall be used to check whether each Bidder meets the stipulated requirement.

### **2.3. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA**

- 2.3.1. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 1.3. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.

### **2.4. EVALUATION OF PRICE BID**

- 2.4.1. Price Bid (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by SECI to the Bidders through MNRE website [www.mnre.gov.in](http://www.mnre.gov.in) and / or SECI website [www.seci.gov.in](http://www.seci.gov.in). or Email. The evaluation of Price Bid shall be carried out based on the information furnished in Envelope II (Price Bid). The Price bids for each city shall be evaluated separately.
- 2.4.2. The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RFS. Any Bid not meeting any of the requirements of this RFS may cause the Bid to be considered "Non-responsive" at the sole decision of the SECI.

### **2.5. SUCCESSFUL BIDDER(S) SELECTION**

- 2.5.1. Bids qualifying in Clause 2.4 shall only be evaluated in this stage.
- 2.5.2. The Project Cost quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest for each city separately.
- 2.5.3. The Bidder with the lowest Project Cost shall be declared as the Successful Bidder for the capacity (in kW) offered by such Bidder in its Price Bid
- 2.5.4. The selection process of the Successful Bidder as mentioned above in Clause 2.5.3 shall be repeated for all the remaining Price Bid of Qualified Bidders until the entire Tendered Capacity is met or until the time when the balance of the Tendered Capacity is less than the Minimum Bid Capacity.

- 2.5.5. At any step in the process in Clause 2.5.4, in case the Bid Capacity has not been achieved and the offered capacity of the Bidder with the lowest Project Cost amongst the remaining Price Bid is larger than the balance Tendered Capacity, any fraction or combination of fraction offered by such Bidder shall be considered for selection, towards meeting the Tendered Capacity.
- 2.5.6. The selection process shall stand completed once the Tendered Capacity has been achieved through the summation of the capacity offered by the Successful Bidders or when the balance or the Tendered Capacity is less than the Minimum Tendered Capacity.
- 2.5.7. At any step during the selection of Successful Bidder(s) in accordance with Clause 2.5.6, the SECI reserves the right to increase/decrease the Tendered Capacity by up to twenty percent (20%) of the capacity indicated in Clause 1.2.1 to achieve the balance Tendered Capacity and select the Successful Bidder with the lowest Project Cost amongst the remaining Bids.
- 2.5.8. The Letter(s) of Allocation (LOA) shall be issued to all such Successful Bidders(s) selected as per the provisions of this Clause 2.5.
- 2.5.9. Each Successful Bidder shall unconditionally accept the LOA, and record on one (1) copy of the LOA, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the SECI within Fifteen (15) days of issue of LOA.
- 2.5.10. If the Successful Bidder, to whom the Letter of Allocation has been issued does not fulfil any of the conditions specified in Bid document, the SECI reserves the right to annul the award of the Letter of Allocation of such Successful Bidder.
- 2.5.11. The SECI at its own discretion, has the right to reject all Bids if the Quoted Project cost are not aligned to the prevailing market prices.
- 2.5.12. There shall be no negotiation on the quoted project cost between the SECI and the Bidder(s) during the process of evaluation.

## **2.6. MAXIMUM LIMIT OF THE PROJECT COST**

- 2.6.1. The upper limit of the project cost is **Rs. 90.00/Wp**. Price bid above the upper limit shall not be considered for price comparison.

## **2.7. NOTIFICATION TO SUCCESSFUL BIDDERS**

- 2.7.1. The name of Successful Bidders shall be notified indicating the allocated capacity and the offered price on MNRE website [www.mnre.gov.in](http://www.mnre.gov.in) and / or SECI website [www.seci.gov.in](http://www.seci.gov.in). and also shall be notified individually.

## **2.8 MAXIMUM CHARGEABLE TARIFF FOR RESCO MODEL**

2.8.1. If the project is implemented under RESCO model, maximum chargeable fixed tariff is up to *Rs. 6.00/kWh for 25 years*. For other Projects, tariff may be finalized between the Project Developer & concerned DISCOM.

## **2.9 PROJECT ALLOCATION AND SANCTION**

2.9.1 The identification of the projects (roof tops) at time of bidding is not mandatory. The Bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops in the city for which they intend to Bid, as well as issue of Grid connectivity, as non-availability of roof tops and non-completion of other formalities after allocation of project will result in forfeiture of Bid Bond/PBG amount submitted by them.

2.9.2 The Successful Bidders selected as described in Clause 2.5 above shall be issued Letter of Allocation (LOA) indicating the allocated capacity & Project Cost etc.

2.9.3 The bidders who have been notified as Successful Bidders, shall be given 3 months from the date of issue of Letter of Allocation for identification of roof top.

2.9.3.1 Further, Successful Bidders can start submitting their Project sanction documents as soon as they receive LOA from SECI. Project sanction documents shall be submitted to SECI with minimum Project size of 100 kWp and up to their allocated capacity. If after 3 months, the successful bidder could not identify rooftop(s) capacity up to the allocated capacity and submit Project sanction documents, SECI may allow another 3 more months provided the successful bidder could submit Project sanction documents of at least 50% of the allocated capacity in first three months and also intimates SECI their intent to identify the remaining capacity in the next 3 months. If the successful bidders fail to identify the projects for allocated capacity in full or part, within the time limit, in such case PBG shall be forfeited as per the Clause 1.12.3.

2.9.4 If there is some left out quantity after six months (from the date of issue of LOA, this will be offered to other Successful Bidders (for the same city) starting with L1 and then going to L2 and so on, leaving out the ones who has not completed his assigned job. Part Project capacities may also be given. For the new bidders also, a time period of 3 months will be allowed for identification of projects. If any remaining capacities are not accepted by any of the other Successful Bidders in that city, the left out capacities may be offered to unsuccessful bidders in merit order of the rate quoted by them subjected to matching the price offered by the Successful Bidders. Even after this, if any capacity remains unallocated, SECI at its own discretion will decide further course of action.

- 2.9.5 For identification of projects, SECI or state nodal agency (SNA) may provide help. However the entire responsibility of finding the buildings lies with the Bidder.
- 2.9.6 After the Project Sanctioned Document have been submitted by the Successful Bidder/ Project Developer and accepted by SECI", SECI will issue the Sanction Letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 6 months from the date of issue of Sanction Letter.
- 2.9.7 If the Bidder fails to commission the sanctioned project within specified time, penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months, the project will get cancelled and the total PGB amount would be forfeited.

## 2.10 **SUBSIDY DISBURSEMENT:**

- 2.10.1 SECI will provide 30% of the Project Cost as quoted by the Successful Bidder in Price Bid as subsidy. The cost quoted by the bidder in the Price Bid shall be considered as the Project Cost for this purpose, which shall remain firm under all circumstances. Total liability of SECI under this contract shall be limited to release of this 30% subsidy on the cost offered by the Bidder in the Price Bid. The subsidy will be disbursed as follows.
- a) Subsidy equivalent to 20% of the Project Cost will be released after Commissioning and acceptance of project.
  - b) Subsidy equivalent to 5% of the Project Cost will be released at the end of 1 year of O&M period from date of commissioning.
  - c) Remaining subsidy equivalent to 5% of the Project Cost will be released at the end of 2 years of O&M period from date of commissioning.

Extra payment shall be made by the Owner on mutually decided their(Owner & Successful Bidder) terms and conditions. In any case, SECI shall neither interfere in their business affairs nor shall be liable for extra claim by Successful Bidder or Owner.

- 2.10.2 SECI may consider to release as case to case basis depending on the actions taken by the Successful Bidder and the progress achieved in the process, the subsidy amount indicated at Clause 2.10.1 (a) & (b) above in case Grid connectivity of the Project has not been done although the Project is otherwise ready for the commissioning. However, the last 5% of subsidy as indicated in Clause 2.10.1 (c) above shall not be released till the project is connected with the Grid. Part commissioning is acceptable for the individual

Projects, for which a separate project report has been submitted and accepted by SECI. Clause 1.12.3 of RFS may be referred for the details of encashment of PBG.

2.10.3 In case the Successful Bidder/ Project Developer is not the Owner of the Project, subsidy shall be released to Successful Bidder/ Project Developer after written consent of Owner only.

## 2.11 PENALTY FOR DELAY IN PROJECT IMPLEMENTATION

2.11.1 SECI will issue the sanction letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 6 months from the date of issue of sanction letter.

2.11.2 If the bidder fails to commission the sanctioned project within specified time, penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months the project will get cancelled and the total PBG amount would be forfeited.

*Ex: If a project of 250 kW is delayed by 36 days then the penalty will be levied as given below.*

$$\text{Penalty} = ((\text{Performance Security})/180 \text{ days}) * \text{delayed days} = (6, 75,000 / 180) * 36$$

= Rs.1, 35, 000.

## 2.12 TIME OF COMPLETION OF SANCTIONED CAPACITY:

SECI will issue the sanction letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of sanctioned project(s) within **6months** from the date of issue of sanction letter(s). In case of delay beyond scheduled commissioning period, the bidder shall be liable for penalty as per Clause 2.11.

## **SECTION-III**

### **TECHNICAL SPECIFICATIONS**

**The proposed projects shall be commissioned as per the technical specifications given below. Any shortcomings will lead to cancelation of subsidy in full or part as decided by SECI & Competent Authority's decision will be final and binding on the bidder.**

Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of crystalline PV modules.
- Grid interactive Power Conditioning Unit with SCADA / Inverters including power balancer with SCADA.
- Mounting structures and civil structures.
- Earthing and lightning protections.
- IR/UV protected PVC pipes and accessories

#### **3.1. SOLAR PHOTOVOLTAIC MODULES:**

3.1.1. The PV modules used should be made in India.

3.1.2. The Photovoltaic modules must be tested & approved by one of the IEC authorized test centres as per relevant and latest IEC standards.

3.1.3. The module shall have warranty of 25 years with 20% degradation in performance as per industrial standard warranty conditions.

3.1.4. Each PV module used in any solar power project must use a RF Identification Tag (RFID). The RFID can be inside or outside the module laminated, but must be able to withstand harsh environmental conditions. It must contain the following Information;

- I. Name of the manufacturer of PV Modules and solar cells
- II. Month and year of the manufacturer (separately for solar cells and modules).
- III. I-V Curve for the module
- IV. Peak wattage,  $I_m$ ,  $V_m$ ,  $V_{oc}$ ,  $I_{sc}$  and FF for the module.
- V. Unique Serial No and Model No of the Module
- VI. Date and year of obtaining IEC PV module qualification certificate.
- VII. Name of the test lab issuing IEC certificate

### 3.2. ARRAY STRUCTURE:

- a. The structures provided shall be of flat-plate design with combination of I , C and L sections as per structure design requirement to withstand 200kph wind speed. Suitable fastening arrangement such as grouting and clamping should be provided to secure the installation against the specified wind speed.
- b. Structural material shall be corrosion resistant and electrolytic ally compatible with the materials used in the module frame, its fasteners, nuts and bolts. Galvanizing should meet ASTM A-123 hot dipped galvanizing or equivalent which provides at least spraying thickness of 70 microns on both sides as per IS5909, if steel is used.
- c. Aluminium structures also can be used which can withstand the wind speed of 200 kmph. Necessary protection towards rusting need to be provided either by coating or anodization.
- d. The fasteners used should be made up of stainless steel.
- e. The structures shall be designed to allow easy replacement of any module.
- f. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- g. Regarding civil structures the bidder need to take care of the load baring capacity of the roof and need arrange suitable structures based on the quality of roof.

### 3.3. INVERTOR:

The power conditioner unit/ string inverter / central inverter should be provided to convert DC power produced by SPV modules, in to AC power. The power conditioning unit/inverter should be grid interactive and also DG set interactive if necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- Nominal AC output voltage and frequency : 415V, 3 phase, 50 Hz
- Accuracy of AC voltage control :  $\pm 1$  %
- Output frequency : 50 Hz
- Accuracy of frequency control :  $\pm 0.1$ %
- Grid Frequency Synchronization range :  $\pm 3$  Hz
- Maximum Input DC Voltage : depending on the inverter used.
- Ambient temperature considered : 40°C



- Humidity : 95 % Non-condensing
- Protection of Enclosure : IP-20(Minimum) for indoor.  
: IP-65(Minimum) for outdoor.
- Grid Frequency Tolerance range :  $\pm 3\%$
- Grid Voltage tolerance : - 20% & + 15 %
- No-load losses : Less than 1% of rated power
- Inverter efficiency(minimum) : >95%
- THD : < 3%
- PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683 and IEC 60068 2(6,21,27,30,75,78).
- The charge controller/ MPPT units should qualify IEC 62093 and IEC 60068 2 (6, 21, 27, 30, 75, 78). The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 62208 specifications.
- The PCU/ inverters should be tested from the MNRE approved test centres / NABL /BIS accredited testing- calibration laboratories.
- In case of imported power conditioning units, these should be approved by international test houses.

### 3.4. INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

### 3.5. DATA MONITORING:

The plant parameters shall be measured by using SCADA system to maintain the plant and to study the plant performance. The plant monitoring shall also have,

- **PV array energy production:** Digital Energy Meters to log the actual value of AC/ DC Voltage, Current & Energy generated by the PV system shall have to be provided.

- **Solar Irradiance:** An integrating Pyranometer (Class II or better) shall be provided, with the sensor mounted in the plane of the array. Readout shall be integrated with data logging, system.
- **Wind Speed:** An integrated wind speed measurement unit shall be provided.
- **Temperature:** Temperature probes for recording the Solar panel temperature and ambient temperature shall be provided.

A data logging system for plant control and monitoring shall be provided.

For access to real-time data, SECI reserves the right to install any additional online monitoring equipments. The developer / rooftop owner shall allow this.

### **3.6. TRANSFORMER:**

Dry type relevant kVA, 11KV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work, Class(0.5) bidirectional or any other type of Energy Meter be provided as specified by CEA or DISCOM, along with necessary CTs/PTs on 11KV side.

### **3.7. DISTRIBUTION BOARD**

DC Distribution panel is needed to receive the DC output from the array field, with analog measurement panel for voltage, current from different MJBs so as to check any failure in the array field. It shall have MCCBs of suitable rating for connection and disconnection of array sections. DCDB shall be fabricated by CRC Sheet to comply with IP 65 protection.

### **3.8. POWER CONSUMPTION:**

Regarding the generated power consumption, priority need to given for internal consumption first and thereafter any excess power can be exported to grid. Finalization of tariff is not under the purview of SECI or MNRE. Decisions of appropriate authority like DISCOM, state regulator may be referred.

### **3.9. BATTERY REQUIREMENT :**

Installation of battery backup may be required in the case of frequent grid outage conditions. For this any existing backup system (DG/UPS) can be integrated or the bidder can provide small capacity of battery bank to provide signal to function the Inverter. If nominal battery is required for synchronization, bidder may include in his bid cost depending on his design and inverters requirement. Any extra battery for storage etc has to be separate from this bid and will have to be paid for by the user separately.

### **3.10. PROTECTIONS**

The system should be provided with all necessary protections like earthing, Lightening, and grid islanding as follows:

### **Lightning protection**

Lightning protection should be provided as per IEC 62305 / NFC 17102 / UNE 21186/ IE standards. Lightning protection shall be provided by the use of metal oxide arrestors and suitable earthing such that induced transients find an alternate route to earth. There shall be required number of lightning conductors and structures shall be earthed through flats as per applicable Indian Standards with earth pits.

### **Surge Protection**

Internal surge protection shall consist of three MOV type arrestors connected from +ve and -ve terminals to earth (via Y arrangement) for higher withstand of the continuous PV-DC voltage during earth fault condition. SPD shall have safe disconnection and short circuit interruption arrangements through integrated DC in-built bypass fuse (parallel) which should get tripped during failure mode of MOV, extinguishing DC arc safely in order to protect the installation against fire hazards. Nominal discharge current ( $I_n$ ) at 8/20 micro seconds shall be minimum 10 kA with maximum discharge ( $I_{max}$ ) at 8/20 micro seconds minimum 20 kA with visual indication (through mechanical flag) in modules to monitor the life of SPD.

### **Earthing protection**

Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be provided inside the array field. Provision should be kept for shorting and grounding of the PV array at the time of maintenance work. All metal casing/shielding of the plant should be thoroughly grounded in accordance with Indian Electricity Act/IE Rules. Earth Resistance shall be tested in presence of the representative of Department/SECI as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

The earthing conductor shall be rated for the maximum short circuit current, and shall be 1.56 times the short circuit current. The area of cross-section of conductor shall not be less than 1.6 sq mm in any case.

### **Grid Islanding:**

PV system software and control system shall be equipped with islanding protection. In addition to disconnection from the grid (islanding protection i.e. on no supply) ,

under and over voltage conditions shall also be provided. PV systems shall be provided with adequate rating fuses, fuses on inverter input side (DC) as well as output side (AC) for overload and short circuit protection and disconnecting switches to isolate the DC and AC system for maintenances as needed. Fuses of adequate rating shall also be provided in each solar array module to protect them against short circuit.

A manual disconnect 4pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personal to carry out any maintenance. This switch shall be locked by the utility personal.

### **3.11. CABLES AND CONNECTIONS**

- The cables used in the system should be ISI marked PVC or XLPE insulated FRLS armoured Copper conductor. Cables of various sizes as per load requirement for connecting all the modules / arrays to Junction Boxes and from Junction Boxes to DC distribution box and from DC distribution box to inverter. Copper/ Aluminium Cables of appropriate size would be provided from Inverter onwards in A.C. side.
- Only copper wires of appropriate size and of reputed-make shall have to be used. However aluminium cables can be used on A.C side of transmission.
- The permissible voltage drop from the SPV Generator to the Charge controller/inverter shall not be more than 2% of peak power voltage of the SPV power source (generating system).
- All connections should be properly terminated, soldered and/or sealed from outdoor and indoor elements. Relevant codes and operating manuals must be followed. Extensive wiring and terminations (connection points) for all PV components is needed along with electrical connection to lighting loads.
- All the Cu/Al. PVC or XLPE insulated Armoured. Sheathed cables required for the plant will be provided by the manufacturer.

### **3.12. CEA DRAFT GUIDELINES FOR CONNECTIVITY TO GRID EXPORT ARE GIVEN BELOW.**

Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

- In case load is more than 100 kW and does not exceed 1.5 MW, SPV system connection can be made at 11 kV level.
- In case load is more than 1.5 MW PV systems and does not exceed 5 MW, SPV system connection can be made at 11kV/33 kV/66kv level or as per the site condition.

Utilities may have voltage levels other than above, Distribution companies (DISCOM) may be consulted before finalization of the voltage level and specification be made accordingly.

The voltage variation in various power supply system's shall be  $\pm 10\%$ .

**SECTION IV**  
**FORMATS FOR SUBMITTING RFS**

**Format-1**

**Covering Letter**

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

**Ref.No.\_\_\_\_\_Date:\_\_\_\_\_**

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

\_\_\_\_\_

\_\_\_\_\_

**Tel.#:**

**Fax#:**

**E-mail address#**

**To**

Solar Energy Corporation of India  
(A Government of India Enterprise)  
NBCC Plaza, Tower-1,4<sup>th</sup> Floor,  
Pushp Vihar, Sector-V, Saket,  
New Delhi-110017

**Sub: Bid for "Implementation of Grid connected Roof Top Solar PV System Scheme in Selected Cities/States in India(Phase-III)"**

**Dear Sir,**

We, the undersigned....[insert name of the 'Bidder'] having read, examined and understood in detail the RFS Document for Implementation of Grid connected Roof Top Solar PV System Scheme in Selected Cities/States in India hereby submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company /

Affiliate/Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFS.

1. We give our unconditional acceptance to the RFS, dated.....and RFS Documents attached thereto, issued by Solar Energy Corporation of India, as amended. As a token of our acceptance to the RFS Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFS Documents as per the provisions of the RFS and provisions of such RFS Documents shall be binding on us.

## **2. Bid Bond**

We have enclosed a Bid Bond of Rs.....(Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated.....[Insert date of bank guarantee] as per Format .....from .....(Insert name of bank providing Bid Bond) and valid up to .....in terms of Clause .....of this RFS. The offered quantum of power by us is.....kWp (Insert total capacity offered).

3. We have submitted our Price Bid strictly as per Section V of this RFS, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format.

## **4. Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India in respect of any matter regarding or arising out of the RFS shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

## **5. 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 Bid and execute the RFS Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFS have been fully examined and considered while submitting the Bid.

## 6. Contact Person

Details of the contact person are furnished as under:

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

7. We are enclosing herewith the Techno Commercial Bid (Envelope I) and Price Bid (Envelope II) containing duly signed formats, each one duly sealed separately, in one (1) original +.....(.....) [Insert number] copies (duly attested) as desired by you in the RFS for your consideration.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFS and subsequent communications from Solar Energy Corporation of India.
9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 12 month from the Bid Deadline.
11. We confirm that we have not taken any deviation so as to be deemed non-responsive.

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

Thanking you,  
We remain,

Yours faithfully,

**Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution as per Clause.....is issued.**



**BID CAPACITY DETAILS**

<b>Sl. No</b>	<b>Name of the Cities</b>	<b>Bid Capacity in kWp</b>	<b>Projects Identified, if any</b>
1	Palatana	1000	Annexure B
2	Chennai		
3	Coimbatore		
4	Chandigarh		
5	Delhi		
6	Gwalior		
7	Mumbai		
8	Kolkata		

9	Pune		

**(Signature of Authorized Signatory)  
With Seal**

**GENERAL PARTICULARS OF THE BIDDER /LEAD MEMBER**

1.	Name of the Company	
2.	Registered Office Address	
3.	Telephone, Telex, Fax No	
4.	E-mail	
5.	Web site	
6.	Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
7.	Year of Incorporation	
8.	Name of the Article in the Memorandum and Article of Association where Solar Business activity is mentioned.	
9.	Name and address of the Indian/foreign Collaboration if any	
10.	Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
11.	Reference of any document information attached by the Bidder other than specified in the RFS.	
12.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
13.	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	

**Format-A**

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting Control

**(Signature of Authorized Signatory)  
With Seal**

**PROFORMA FOR BANK GUARANTEE FOR BID BOND**

(On Non-Judicial stamp paper of appropriate value)

Ref.:

Date:

Bank Guarantee No.:

To,

Solar Energy Corporation of India  
NBCC Plaza, Tower – 1, 4<sup>th</sup> Floor,  
Pushp Vihar, Saket,  
New Delhi-110017.

Dear Sir,

In accordance with Invitation of Bids under Bid document No. ....

M/S..... having its Registered/Head Office at .....(^).....(hereinafter called the "Bidder") who wishes to participate in the said tender for implementation of Grid connected Roof Top Solar PV System Scheme in \_\_\_\_ (Name of the City) in India (Phase-III) as per Bid specification.

We, the.....[Name & Address of the bank].....and having our Head Office at.....(#)..... Guarantee and undertake to pay immediately on demand by ..... [Solar Energy Corporation of India] hereinafter called the 'SECI'..... the amount of ..... (\*).....without any reservation, protest, demand and recourse to the extent of the said sum of Rs. (Rupees.....only). Any such demand made by the 'SECI' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to ..... (@)..... . If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s ..... [Bidder's name].....on whose behalf this guarantee is issued.

"Notwithstanding any contained herein above:

- i. Our Liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_
- ii. This Bank Guarantee shall be valid upto \_\_\_\_\_.
- iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon as a written claim or demand on or before \_\_\_\_\_.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this .....day of .....20.....at.....

Witness:

1. ....	(Signature)
.....	
(Signature)	(Name).....
.....	.....
(Name)	(Designation with Bank
Seal).....	Bank
.....	
(Official Address)	Attorney as per Power of
Stamp.....	No.....
	.....
	Date.....
	.....

Note:

- 1. (\*) The amount shall be as specified in the Bid document.  
 (#) Complete mailing address of the Head Office of the Bank to be given.  
 (@) This date shall be Six months from the date of Techno-Commercial bid opening.
- 2. The Bank Guarantee shall be from a Bank as per as define in **Clause 1.11** of the Bid Document
- 3. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bidder/bank issuing the guarantee.

**PERFORMANCE SECURITY FORMAT**

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

**Bank Guarantee No. : .....**

**Date:.....**

To

Solar Energy Corporation of India  
NBCC Plaza, Tower -1,  
4<sup>th</sup> Floor, Pushp Vihar,  
Sector V, Saket,  
New Delhi-110017.

Dear Sirs,

In consideration of the .....[Solar Energy Corporation of India].....(hereinafter referred to as the 'SECI' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Contractor's Name] .....with its Registered/Head Office at .....(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of SECI's Notification of Award No. ....dated.....and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No.....dated.....valued at (\*)......for .....[ Design, Manufacturing, Supply, Erection, Testing & Commissioning including trail Operation, Operation & maintenance for a period of 2 years including Power Evacuation System and cost of replacement of all the parts, covered under Guarantee period for a period of 2 years from the date of commissioning of Roof top Solar PV system in Cities/states in India (Phase-III). ] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .(\*) ..... (.....in words) to the SECI.

We.....[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators,

executors and assigns) do hereby guarantee and undertake to pay the SECI, on demand any and all monies payable by the Contractor to the extent of .....(\*).....as aforesaid at any time upto.....(@).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the SECI on the Bank shall be conclusive and binding notwithstanding any difference between the SECI and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the SECI and further agrees that the Guarantee herein contained shall be enforceable as per the provisions of the Bid document including all amendments thereto.

The SECI shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The SECI shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the SECI and the Contractor or any other course or remedy or security available to the SECI. The Bank shall not be released of its obligations under these presents by any exercise by the SECI of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the SECI or any other indulgence shown by the SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the SECI at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the SECI may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to .....(\*).....and it shall remain in force upto and including.....(@).....and shall be extended from time to time for such period, as may be desired by M/s.....[ Contractor's Name].....on whose behalf this Guarantee has been given.

Dated this.....day of .....20.....at.....



**Witness:**

.....  
(Signature).....  
(Signature)

.....  
(Name).....  
(Name)

.....  
(Designation with Bank Stamp).....  
(Official Address)

Attorney as per Power of Attorney

No.....

Dated.....

**Notes:**

1. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where BG shall be operated, whichever is higher.
2. (\*) The amount shall be as specified in the Bid documents.  
(#) Complete mailing address of the Head Office of the Bank to be given.  
(@) The Bank Guarantee shall be from a Bank as per provisions of Clause 1.12, of the Bid Documents including all Amendments thereto.
3. Contract bearing No. is same as Notification of Award No.

**CHECK LIST FOR BANK GUARANTEES**

SI.No.	Details of checks	YES/NO.
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
b)	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. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
d)	Is each page of BG duly signed / initialled 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 Performa?	
e)	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
f)	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	
i)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	

**POWER OF ATTORNEY**

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

**(a) Power of Attorney to be provided by the Bidding Company / Lead Member in favour of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We .....  
(name and address of the registered office of the Bidding Company or Lead Member of the Bidding Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of grid connected Roof top solar PV scheme in selected cities/states in India (PHASE-III) in response to the NIT No ..... dated ..... issued by Solar Energy Corporation of India (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection without Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

**Signed by the within named**

..... (Insert the name of the executant company)

**through the hand of**

**Mr. ....**

**duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....**

**WITNESS**

1. ....

**(Signature)**

**Name.....**

**Designation .....**

2. ....

**(Signature)**

**Name**.....

**Designation** .....

**Notes:**

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

## CONSORTIUM AGREEMENT

*(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 \_\_\_\_\_ 2013 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), which expression shall include its successors, executors and permitted assigns), for the purpose of submitting response to RFS for Implementation of Grid Connected Roof Top Solar PV System Scheme in selected Cities/States in India (PHASE-III), and execution of Tender (in case shortlisted), against RFS dated \_\_\_\_\_ issued by “SECI”, a section -25 Company incorporated under the [Company’s Act, 1956, and administered by “Ministry of New and Renewable Energy”.

WHEREAS, each Member individually shall be referred to as the “Member” and both the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS, the SECI has invited response to RFS for Implementation of Grid Connected Roof Top Solar PV System Scheme in selected Cities/States in India (PHASE-III) vide its RFS dated \_\_\_\_\_

WHEREAS the RFS stipulates that in case response to RFS is being submitted by a 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 that in case of default by lead member to fulfill the obligations for implementation of Grid connected rooftop solar PV system as per the technical specification decided by “SECI” then the penalty imposed on Lead member shall be transferred to the other member as well.

### **NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreements all the Members in this 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,-----
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. 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 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.
4. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
5. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
6. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of this RFS floated by SECI.
7. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the RFS submitted to SECI and shall remain valid till completion of the job assigned to the contractor including commissioning and O&M for 2 years.
8. 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 and the Tender.
9. 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 this agreement without the explicit permission of SECI
10. 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.

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

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

-----

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:



**FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT (AS PER CLAUSE 1.3.4)**

**(To be submitted on the letterhead of Bidding Company / Lead Member)**

To,

Solar Energy Corporation of India  
(A Government of India Enterprise)  
NBCC Plaza, Tower-1,4<sup>th</sup> Floor,  
Pushp Vihar, Sector-V,  
Saket, New Delhi-110017

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme in selected Cities/States in India(Phase-III) in response to the RFS.....dated.....

We submit our Bid/Bids for the total capacity of .....MW (Insert total offered capacity in MW; for Bids for which we submit details of our Financial Eligibility Criteria Requirements.

City	Offered Capacity in kWp
1	.....kWp
2	.....kWp
....	
<b>Total</b>	.....kWp

We certify that the Financially Evaluated Entity (ies) had an Average Annual Turnover (Preceding three financial years) / Net worth (strike out whichever is not applicable) of Rs.....Crore computed as per instructions provided in Clause 1.3.4 of this RFS based on unconsolidated audited annual accounts (refer Note-1 below) of the last three (3) financial years/any of the last 3 Years immediately preceding the Bid Deadline.

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Annual Turnover (Rs. Crore) (Any one of the Last three Financial years preceding the Bid Deadline)

\* The Financially Evaluated Entity may be the Bidding Company itself.

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name: .....

Date: .....

Place: .....

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name: .....

Date: .....

Place: .....

**Notes:**

1. Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts 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 the Bid.

**Format-10**

**Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member.**

To,

.....

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System Scheme in selected Cities/States in India.

We hereby certify that M/s.....,M/s.....,M/s.....are the Affiliate(s) /Parent Company of the Bidding Company/Member of the Bidding Consortium as per the definition of Affiliate/Parent Company as provided in this RFS and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate/Parent Company/Bidding Company/Member of the Consortium\* or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

<b>Name of Bidding Company/Member of Bidding Consortium</b>	<b>Name of the Affiliate of the Bidding Company/ Name of the Parent Company of the Bidding Company*/ Member of the Bidding Consortium*</b>	<b>Name of the Company having common control on the Affiliate and the Bidding Company/ Member of Bidding Consortium*</b>	<b>Percentage of Equity Holding of Parent Company in the Bidding Company/Bidding Company or Bidding Consortium in Affiliate.</b>


\*Strike out whichever is not applicable.

.....

**(Insert Name and Signature of Statutory Auditor or practising Company Secretary of the Bidder)**

**Undertaking from the Financially Evaluated Entity or its Parent Company/  
Ultimate Parent Company**

**(On the Letter Head of the Financially Evaluated Entity or its Parent  
Company/Ultimate Parent Company)**

Name:  
Full Address:  
Telephone No.:  
E-mail address:  
Fax/No.:

To,  
.....

Dear Sir,

We refer to the RFS No.....dated.....for “Implementation of Grid connected  
Roof Top Solar PV System Scheme in selected Cities/States in India”.

“We have carefully read and examined in detail the RFS, including in particular,  
Clause ....of the RFS, regarding submission of an undertaking, as per the prescribed  
Format at Annexure.....of the RFS.

We confirm that M/s.....(Insert name of Bidding Company/Consortium  
Member) has been authorized by us to use our financial capability for meeting the  
Financial Eligibility as specified in Clause....of the RFS referred to above.

We have also noted the amount of the Performance Guarantee required to be  
submitted as per Clause....of the RFS the .....(Insert the name of  
the Bidding Company) in the event of it being selected as the Successful Bidder”.

In view of the above, we hereby undertake to you and confirm that in the event of  
failure of .....(Insert name of the Bidding Company) to submit the Performance  
Guarantee in full or in part at any stage, as specified in the RFS, we shall submit the  
Performance Guarantee not submitted by .....(Insert name of the  
Bidding Company)”.

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFS.

**Signature of Chief Executive Officer/Managing Director**

**Common seal of .....has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....**

**WITNESS**

1. ....  
**(Signature)**  
**Name.....**  
**Designation.....**
  
2. ....  
**(Signature)**  
**Name.....**  
**Designation.....**

## SECTION V

### PRICE BID FOR "PALATANA"

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

RFS No: SECI/Cont./SRT-III/67/2013 dated 13.09.2013

Sr.No	Description	Name of the City	Bid Capacity in kWp	Total Project cost for the Scope of work as per Bid document <b>(Rs./Wp)</b> <b>(A)</b>
1.	Design, Manufacturing, Supply, Erection, Testing & Commissioning including trial Operation, Operation & maintenance for a period of 2 years including Power Evacuation System and cost of replacement of all the parts, covered under Guarantee period for a period of 2 years from the date of commissioning of Roof top Solar PV system in city Palatana, India(Phase-III).	Palatana	1000	

<b>Rupees in words per watt peak</b>		
--------------------------------------	--	--

Yours faithfully

Date: ..... Signature:.....

Place: .....Printed Name.....

Business Address:                      Designation:.....

Country of Incorporation:                      (Common Seal).....

(State or Province to be indicated)



## PRICE BID FOR OTHER CITIES

(To be submitted in a separate envelope for each City)

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

**RFS No: SECI/Cont./SRT-III/67/2013 dated 13.09.2013**

Sr.No	Description	Name of the City	Bid Capacity in kWp	Total Project cost for the Scope of work as per Bid document <b>(Rs./Wp)</b> <b>(A)</b>
1.	Design, Manufacturing, Supply, Erection, Testing & Commissioning including trial Operation, Operation & maintenance for a period of 2 years including Power Evacuation System and cost of replacement of all the parts, covered under Guarantee period for a period of 2 years from the date of commissioning of Roof top Solar PV system in Cities/states in India(Phase-III).			

<b>Rupees in words per watt peak</b>		
--------------------------------------	--	--

Yours faithfully

Date: ..... Signature:.....

Place: .....Printed Name.....

Business Address:                      Designation:.....

Country of Incorporation:                      (Common Seal).....

(State or Province to be indicated)

**DOCUMENTS REQUIRED FOR PROJECT SANCTION**

Following documents will be required to be submitted for project sanction:

1. Project Report.
2. Agreement between the bidder and the owner of the Project and Building/Roof top (Notarised original agreement should be enclosed).

(Agreement shall generally have reference to the SECI's Letter of Allocation and provisions as per terms and conditions, technical specification and performance parameter in line with the SECI's RFS Document against which Letter of Allocation has been issued. In addition, it shall indicate the price payable by the roof top Owner to the developer, payment terms, completion period along with other conditions of contract like insurance, warranty, force majeure, arbitration, jurisdiction, governing law, site access for the developer, and, site access for SECI officials for the entire plant life, obligation of the roof top owner regarding providing of data to SECI as per the RFS Document etc.)

3. No Objection Certificate from the concerned DISCOM for grid connectivity.

**SITE DETAILS FOR PALATANA**

**1. ONGC Tripura Power Company Ltd (OTPC).**

**Palatana, Kakraban Block**

**Udaipur, Comilla Dist. Town**

**Tripura (South)**

**Agartala.**

**Note :**

**For the “Palatana” the bidder may inspect the above mentioned site of OTPC and get familiarized before submitting their bid.**