Solar Energy Corporation of India
(A Govt of India Enterprise)

Methodology (Draft) for Implementation of 750 MW New grid connected Solar Power projects Under JNNSM Phase-II, Batch-I
(Initial Draft*)

Solar Energy Corporation of India
4th Floor, Tower-1, Pushp Vihar, Saket
New Delhi-110017

For suggestions/Feedback mail to corporate.seci@gmail.com

***This documents is prepared based on draft guide lines issued by MNRE for selection of 750 MW New grid connected Solar Power projects Under JNNSM Phase-II, Batch-I and may undergo changes. Further this document is intended for stakeholders' consultation purpose only and suggestions/Feedback may be mailed to the E-mail ID given above. SECI reserves the right to accept or reject suggestions/ feedback received on this document. Further SECI will not issue any clarification/conformation on various suggestions/feedback received.**

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Section 1

INTRODUCTION & BACKGROUND

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1.0 INTRODUCTION

Solar Energy Corporation of India (hereinafter called "SECI") is a public sector company registered under Section 25 of Companies Act, 1956, as a Company not for profit, under the administrative control of the Ministry of New & Renewable Energy (MNRE). The main object of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.

As part of **JNNSM Phase-II Batch-I,** SECI will be inviting proposals through issue of an **"Request for selection" (RfS)** for setting up of grid connected Solar PV Projects with total aggregate capacity of 750 MW for purchase of power for a period of 25 years. SECI shall enter into Power purchase agreement (PPA) with successful bidders selected based on the RfS. **Bidding process under this scheme is divided in to two parts: Part A & Part B. Bidders can apply for Projects under Part-A (---------- MW) or Part-B (-------) or Both Part-A & Part-B. The only difference in Part-A & Part-B is that for Projects under Part-B, there will be an additional condition of "Domestic content requirement" as detailed in Section-3, Clause-3.8F of this This document.**

2.0 BACKGROUND

2.1 The Jawaharlal Nehru National Solar Mission is a major initiative of the Government of India with active participation from States to promote ecologically sustainable growth while addressing India's energy security challenge. It will also constitute a major contribution by India to the global effort to meet the challenges of climate change.

2.2 The objective of the Mission is to establish India as a global leader in solar energy, by creating the policy conditions for its large scale diffusion across the country as quickly as possible. The Mission has set a target, amongst others, for deployment of grid connected solar power capacity of 20,000 MW by 2022 to be achieved in 3 phases (first phase upto 2012-13, second phase from 2013 to 2017 and the third phase from 2017 to 2022).

2.3 In the Phase 1 of the Mission, 950 MW solar power projects were selected in two batchers (batch-I during 2010-11 and batch-II during 2011-12) through a process of reverse bidding. NTPC Vidyut Vyapar Nigam Limited (NVVN) was appointed as the nodal authority for purchase of power from developers and further sale to distribution utilities/ Discoms after bundling with power from unallocated quota of power from coal based stations of NTPC on equal capacity basis. A total capacity of 420 MW has been commissioned under these Batches by the end of Phase-1. In addition, a capacity of

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50.5 MW under migration scheme, 88.8 MW under IREDA-GBI scheme and 21.5 MW under old Demonstration scheme has been commissioned, taking the total capacity commissioned to 580.8 MW.

2.4 Providing a strong impetus to the government's vision of attaining the Mission targets, highly positive results of Phase-I implementation have laid a strong foundation for even better performance in the crucial Phase-II, wherein the JNNSM envisages cumulative installation of 10,000 MW utility scale and 1,000 MW off-grid solar power projects. In Phase-II, the government plans to install utility scale capacity of 3000 MW through the central scheme and the balance 6000 MW through various state schemes.

2.5 Implementation of JNNSM Phase-II has been planned with combination of various schemes like Generation Based Incentive (GBI), Viability Gap Funding (VGF) and Bundling schemes. **This document is for Phase-II Batch-I of JNNSM which is based on "Viability Gap Fund" Scheme.**

2.6 For Phase-II Batch-I of JNNSM, SECI has been designated as nodal agency by the Ministry for entering into a Power Purchase Agreement (PPA) with Solar Power Developers. The PPAs shall be signed with the Developers at **Rs 5.45/KWh** who will be setting up Solar Projects and are connected to the grid at voltage level of 33 KV and above. The PPAs will be valid for a period of 25 years.

2.7 Total Capacity and Portfolio of Solar PV Technology Projects

The total aggregated capacity of the grid connected solar projects to be developed under viability gap funding scheme in Phase-II Batch-I of JNNSM shall be 750 MW. The projects to be selected under this scheme provide for deployment of Solar PV Technology. Already commissioned projects cannot be considered under this scheme. Projects under construction or projects which are not yet commissioned will, however, be considered.

2.8 Mechanism of Viability Gap Funding in JNNSM Phase-II Batch-I

The scheme of 'Viability Gap Funding" (Hereinafter called "VGF") shall be as follows.

1) The tariff to be paid to the developer by SECI is fixed at Rs.5.45 per kWh. This tariff will remain firm for 25 years project period. In case benefit of accelerated depreciation is availed for a project, the tariff will get reduced by 10% to Rs.4.95 per kWh.
2) The developer will be provided a VGF on his bid. The upper limit for VGF is 30% of the project cost or Rs.2.5 Cr./MW, whichever is lower. The developer will be required to indicate his preliminary estimate of project cost as per format in **Annexure-A.**
3) The developer has to put his own equity of at least Rs.1.5 Cr./MW.
4) The remaining amount can be raised as loan from any source by the developer.

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5) SECI will issue a letter confirming release of VGF so that bidder is able to achieve financial closure for full amount if required at the time of signing of PPA.
6) The VGF will be released in three tranches as follows:
   i) 25% at the time of delivery of at least 50% of the major equipment at the site and after inspection by a Committee to be constituted by MNRE. The major equipment will comprise of (a) Modules-40%, (b) Mounting Structures-15%, (c) Power Conditioning Units-25% and (d) Switchgear and Transformers-20%. In case the inspection is taking time, SECI may release the VGF due on self-certification by the developer against BG of equivalent amount.
   ii) 50% on successful commissioning of the full capacity of the plant. The project's commissioning will be declared by a Committee to be constituted by MNRE. The project would be considered as Commissioned if energy has flown into the grid after the entire plant equipment is installed and connected.
   iii) Balance 25% after one year of operation meeting requirements of generation.

7) **Under review** Quote "*If the project fails to generate any power continuously for 1 year within 25 years or its assets are sold or the project is dismantled during the tenure of the project, SECI will have a right to claim assets equal to the value of VGF granted and paid*" Unquote

2.9 MNRE Guidelines for "JNNSM Phase-II, Selection of new grid connected Solar Power Projects under Batch-I" and Finalization of RfS.

This document is prepared by SECI based on the draft guidelines issued by MNRE under the Title" "JNNSM Phase-II, Selection of new grid connected Solar Power Projects under Batch-I" which is uploaded in the web site of MNRE at www.mnre.gov.in . Further this document shall form the basis for preparation of final RfS document based which bids shall be invited by SECI.

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Section 2

DEFINITIONS

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Section 2

Definitions

"*Affiliate*" shall mean a company that, directly or indirectly,

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

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

"Bidding Company" shall refer to such single company that has submitted the response in accordance with the provisions of this document

"Bidding Consortium" or "Consortium" shall refer to a group of companies that have collectively submitted the response in accordance with the provisions of this;

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

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956;

"*Controlling shareholding*" shall mean more than 50% of the voting rights and paid up share capital (including fully, compulsorily and mandatorily convertible Preference shares/Debentures) in the Company/Consortium.

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

"*Financial Closure or Project Financing Arrangements*" means arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan.

"*Group Company*" of a company means (i) a company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company or (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or

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more of the share capital of such company or (iii) a company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

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

"*Inter-connection point / Metering point*" shall mean the point at 33kV or above where the power from the solar power project is injected into the CTU/STU transmission system (including the dedicated transmission line connecting the power project with the CTU/STU system). Metering shall be done at this interconnection point where the power is injected into the CTU/ STU system.

"*Lead Member of the Bidding Consortium" or "Lead Member*": There shall be only one Lead Member, having the largest shareholding not less than 26% in the Bidding Consortium and cannot be changed till 1 year of the Commercial Operation Date (COD) of the Project.

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

"Limited Liability Partnership" or "LLP" shall mean a Company governed by Limited Liability Partnership Act 2008.

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

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

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the Project.

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

"*Project*" is defined by separate points of injection into the grid at inter-connection/metering point or in case of sharing of transmission lines by separate injection at pooling point. Each project must also have a separate boundary, control systems and metering.

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

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

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

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

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

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

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Section 3

INFORMATION AND INSTRUCTION TO BIDDERS

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Section III

INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1. Obtaining Document, Cost of documents & Processing Fees

a) Once the RfS documented is finalized and uploaded in website, the RfS can be downloaded from the MNRE website www.mnre.gov.in..The document can also be obtained from SECI office at the address mentioned in the cover page, on all working days i.e. from Monday to Friday between 10:00 Hrs to 16.30 Hrs on submission of an application by the Bidding Company along with payment of **Rs.--------/-** towards the **cost of documents,** in the form of **Demand draft/ Pay Order** in favour of **"Solar Energy Corporation of India,"** payable at New Delhi. In case the bidder opts for downloading the document from web site, then the bidder shall pay the above mentioned amount in the same format at the time of submission of the bid proposal, failing which the bid shall be summarily rejected.

b) On issue of RfS for selection of Projects by SECI, Prospective bidders interested in participating in the bidding process are required to submit their bids along with a non-refundable processing fee of Rs.1 Lakh for each project upto 20 MW capacity and of Rs. 2 Lakh for each project above 20 MW capacity; in the form of DD / Pay Order payable in favour of Solar Energy Corporation of India, payable at New Delhi. A bidding company / Consortium will be eligible to participate in the bidding process only on submission of bid along with the processing fee.

3.2 Total Capacity Offered

Selection of Solar PV Projects for capacity of up to 750 MW envisaged under JNNSM Phase-II, Batch-I, consisting of Part-A (------- MW) and Part-B (--------MW).

3.3 Waiting List

A waiting list of up to 100 MW may be maintained by SECI up to "Financial Closure". SECI may allocate projects to the waiting list developers after approval of the quantity to be allocated by MNRE. Only developers who agree to be in waiting list will be kept there. SECI will retain EMD BGs for the waiting list developers

3.4 Capacity of each Project

Solar power projects are required to be designed for inter-connection with transmission network of STU/CTU/any other transmission utility network at voltage level of 33 kV or above. Given this requirement, the Project capacity shall be at least 10 MW in case of Solar PV Projects and the maximum capacity of the Project shall be up to 50 MW. The plant capacity shall remain in multiples of 10 MW. The capacity shall mean the AC output at the project bus bar located within project premises.

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3.5 Maximum Eligibility for Project capacity allocation for a bidder

The total capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent-or any Group Company shall be limited to 100 MW, out of the total capacity of 750 MW to be added under batch-I Phase-II. The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company may submit application for a maximum of three projects at different locations subject to a maximum aggregate capacity of 100 MW (In case Bidder is submitting proposals under Both Part-A and Part-B, maxim eligibility will be limited to 100 MW)

The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company shall submit one single application in the prescribed format detailing all projects at multiple locations for which the developer is submitting the application.

In case the Developer wishes to set up more than one project in same location, then the projects would need to be physically identifiable; having separate boundary with separate metering and capacity of each project shall not be more than 50 MW.

3.7 Companies Eligible for Participation

A. General eligibility

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium. Short-listing of Bidder will be based on meeting the Qualification Requirements specified below

i. Companies incorporated in India under the Companies Act 1956;

ii. A foreign company can also participate on standalone basis or as a member of consortium at RfS stage. But before signing of PPA it has to form an Indian Company registered under the Company Act, 1956;

iii. Companies shortlisted in based on RfS can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA.

B. Financial Eligibility Criteria

Net Worth

i. The Net Worth of the company should be equal to or greater than the value calculated at the rate of Rs *2.*0 Crore or equivalent US$ per MW of the project capacity upto 20 MW. For every MW additional capacity, beyond 20 MW, additional net worth of Rs. 1.0 Crore per MW would need to be demonstrated.

ii. For Bidders submitting Proposals under both Part-A and Part-B, the “net worth” required in line with eligibility criteria stipulated above will be evaluated

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considering their combined bids given in Part-A and Part-B.

iii. For currency other than USD, Project Developers shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

Net Worth

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

iv. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.

v. **Existing Companies:** - The computation of Net Worth shall be based on unconsolidated audited annual accounts of the Company. The Company would be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four Years, then starting from the year of incorporation) viz. 2008-09, 2009-10, 2010-11, 2011-12 and 2012-13 (if available) indicating the year which should be certified for evaluation along with a net worth certificate from a Chartered Accountant. However, the Net Worth criteria should be met not more than seven days prior to the date of submission of bids by the bidding Companies. To demonstrate fulfillment of this criteria, the Company shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of This along with a Certified copy of Balance Sheet, Profit & Loss Account, Schedules and cash flow statement supported with bank statement. {Note: For the Qualification Requirements, if data is provided by the Project Developer in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Project Developer's banker.

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OR

In case of existing Companies / Consortium, the Net Worth criteria can also be met as on day not more than seven days prior to the last date of submission of response to This by the bidding Companies / Consortium. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of response to This along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statement supported with the Bank statements.

vi. **Newly Incorporated Companies:-** For a newly incorporated Company relying solely on its own credentials, where the annual account has not been prepared, the Net Worth criteria should be met on a day not more than seven days prior to the last date of submission of response to This. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date not more than seven days prior to submission of response to This along with the un-audited financial statements of the Company duly certified by Chartered Accountant for the date on which the certificate of Net Worth has been obtained.

If the response to RfS is submitted by a Consortium the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. Any Consortium, if selected, shall, for the purpose of supply of power to SECI, incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to This) before signing the PPA with SECI, i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of submission of response to This This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding more than 50% of the voting rights) shall not change from submission deadline of response to This up to ------Year after the COD of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to one year after the COS of the Project. Further, such change in shareholding would be subjected to continued fulfilment of the financial and technical criteria, by the project company,

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The Project Developer may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Project Developer being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s).

Note: - **(i)** Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required Net Worth, the required Net Worth has to be infused in the Project Company before signing of PPA. The bank statement starting from the date of submission of response to RfS till date will also be required to be submitted before signing of PPA. A copy of Return filed with ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of response to RfS and before signing of PPA.

In case, any Company is selected for developing Solar PV Project, the Company will have to meet the total Net Worth requirement and submit the proof for the same again within one month from the date of issue of Letter of Intent before entering into PPA.

C. Minimum Equity to be held by the Promoter

The Company developing the project shall provide the information about the Promoters and their shareholding in the Company to SECI indicating the controlling shareholding at the stage of submission of response to This to SECI.

No change in the shareholding of the Bidding Company or Lead Member in a Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being developed by a listed company, this condition will not be applicable. The controlling shareholding shall mean the shareholding more than 50% of the voting rights and paid-up share capital (including fully, compulsory and mandatory convertible Preference shares/ Debentures) in the Company/ Consortium

After execution of PPA, the percentage of controlling shareholding of the Bidding Company or Lead Member in the Project Company developing the Project shall be maintained for a period of ------- years after commencement of supply of power. Thereafter, any change can be undertaken under intimation to SECI.

Note: - Lead Member in the Consortium shall have the Controlling Shareholding in the Company having not less than 50% of Voting Rights in the Company.

D. Technical eligibility Criteria

Under the VGF Scheme in Phase II Batch-I of the JNNSM, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects.

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Detailed technical parameters for **Solar PV Projects are at Annexure – B.**

E. Connectivity with the Grid

i. The plant should be designed for interconnection with the nearest substation of STU/CTU/ any other transmission utility at the voltage level of 33 kV or above. The Project Developers should indicate to the transmission - licensee the location [Tehsil, Village and District, as applicable] of its proposed project. In this regard, the Project Developer shall submit a letter from the STU / CTU/ Transmission Utility along with response to RfS confirming technical feasibility of connectivity of plant to substation.

ii. The responsibility of getting connectivity and open access with the transmission system owned by the STU/CTU/ any other transmission utility, as may be required, will lie with the Project Developer. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. The maintenance of Transmission system up to the inter-connection point shall be the responsibility of the Project Developer.

iii. The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by STU or Discom or any other agency. The entire cost of transmission including cost of construction of line, wheeling charges, losses etc. from the project upto the interconnection point will be borne by the Project Developer and will not be met by the STU/Discom or reimbursed by SECI. This connectivity can also be achieved through a shared line with any agency or any existing line of Discom or STU, provided the energy accounts are bifurcated and clearly demarcated for the power generated at solar project and are issued by the STU/ SLDC concerned.

iv. The Project Developer may, however, shift interconnection point closer to his project if 33 kV substation comes closer to project during the tenure of PPA provided that the interconnection shall be maintained at 33 KV or above and energy at solar project is clearly demarcated for the power generated at solar project and energy accounts are issued by the STU/ SLDC concerned. The costs associated with this arrangement will also be borne by the project developer including the wheeling charges and losses up to the interconnect point. The Project Developer may decide to share the cost of transmission charges and other associated charges from the pooling point upto the interconnection point, amongst themselves

Note: In case of Bidding Consortium, if the STU connectivity letter is in the name of non-lead member, the same shall be accepted against application of one project only and would be required to be transferred to the Project

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Company before signing of PPA.

F. Domestic Content Requirement (Applicable for Projects under Part-B only)

Under review

G. Clearances required from the State Government and other local bodies

The projects developers are required to obtain necessary clearances as required for setting up the Solar PV Power Projects.

3.8 Earnest Money Deposit (EMD) and Performance Guarantee

Earnest Money Deposit (EMD) of Rs.10 Lakh/MW in the form of Bank Guarantee according to Format ---------- and valid for 210 days from the Techno commercial bid opening date, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected.

The Bidder shall provide the Bank Guarantees from any of the Banks listed at ---------- to SECI in a phased manner as detailed hereunder:

Bidders selected by SECI based on this This shall submit Performance Bank Guarantee of Rs. 20 Lakh/MW at the time of signing of PPA which will be valid for a period of 16 months from the date of signing of PPA. This will be in addition to the Bank Guarantee towards EMD submitted by selected bidders which shall be converted into Performance Bank Guarantee with a validity of 16 months from the date of signing of PPA.

The Project Developers are required to sign PPA with SECI in line with the Timeline given in the guidelines. In case, the Project Developer refuses to execute the PPA or unable to within the stipulated time period, the Bank Guarantees towards EMD shall be uncashed by SECI as penalty.

In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not meet eligibility criteria upon/ could not produce relevant documents to the satisfaction of SECI to demonstrate the credentials for meeting eligibility criteria or refuse to execute the PPA within the stipulated time period, the Bank Guarantees towards EMD shall be encashed by SECI.

The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

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In case the Project is not selected, SECI shall release the Bank Guarantees within 15 days of the issue of LoI to selected Projects.

3.9 Structuring of the Bid selection process

Single stage, two envelope bidding has been envisaged under RfS i.e. Bidders have to submit both Techno-commercial bid and Financial bid (VGF Requirement) in response to RfS in two separate envelopes. In first step Techno-commercial bid shall be evaluated in the manner described in Section-4 and the list of short listed bidders shall be intimated. In 2nd step, financial bids submitted by short listed bidders shall be opened based on which Projects shall be selected for VGF.

Total capacity offered under RfS is divided in to two parts:

Part-A: Aggregate capacity of ……MW (Condition "Domestic content" as stipulated in section-3, Clause---- F, of Rfs document is **not** applicable)

Part-B: Aggregate capacity of…… MW (Condition "Domestic content" as stipulated in section-3, clause-----F of Rfs document is applicable)

The bidders may submit their proposals for Part-A or Part-B or both. Bidders submitting proposals under Part-A as well as Part-B, the proposals may be enclosed in the same envelope in the manner described in clause 3.11

The bid evaluation shall be carried out separately for Part A and Part-B as described in section-4. In case of bidders submitting bids under Par-A and Part-B, net worth criteria stipulated under clause 3.7 B and Maximum Project capacity allocation to a single bidder stipulated under clause 3.5 shall be evaluated in totality.

3.10 Methodology for preparation of Bid by the Bidder in Response to This

Submission of bid proposals:

1. Covering Letter as per **Format 6.1**;

2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**.

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

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such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**;

4. Performance Guarantee (to be submitted at the time of signing of PPA) in the form as per **Format 6.3 B**;

5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

   a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to This

   b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and

   c. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to This), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.

6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;

7. Format for Financial eligibility Requirements as per **Format 6.6** as applicable;

8. A letter from the CTU/ STU/ any other Transmission Utility (as applicable) confirming connectivity of the Project as per **Format 6.7**

9. A disclosure statement as per **Format 6.8** regarding participation of any related companies in this bidding process.

10. Filled up summary data sheet in print & Soft copy in the form of CD **as per Format in 6.9**

11. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation

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for at least one year. Final details of same shall be submitted within 180 days of signing of PPA as per **Format 6.10.**

12. Declaration by the Solar power Developer for the proposed technology tie-up as per **Format 6.11**

13. Submission of VGF requirement as per **Format in 6.12**

14. Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.

15. Copy of the RfS document, duly stamped and signed on each page by the Authorized Signatory of the Bidder.

    a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

    b. The Bidder should note that:

a. The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted along with bid may be verified before signing of PPA

b. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to This, in any manner whatsoever, SECI reserves the right to reject such response to This and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the THIS submission.

c. If the event specified at (a) is discovered after the Effective Date, consequences specified in PPA shall apply.

d. Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder.

e. All pages of the response to This submitted must be initialled by the person authorised by the board as per Format 6.4, on behalf of the Bidder.

f. The response to This shall be submitted as mentioned in clause 3.11. No change or supplemental information to a response to This will be accepted after the scheduled date and time of submission of response to This. SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to This.

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g. All the information should be submitted in English language only.

h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

i. Response to This that are incomplete, which do not substantially meet the requirements prescribed in this This, will be liable for rejection by SECI.

j. Response to This not submitted in the specified formats will be liable for rejection by SECI.

k. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

l. Non submission and/or submission of incomplete data/ information required under the provisions of This shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

m. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to This.

3.11 Method of Submission of Bids:

1st Envelope – Super scribed as

"**1st Envelope containing Cost of This Document, Processing Fee, Bank Guarantee towards EMD & Annexure – 3"** at the top of the Envelope; and

"Name & Address of the Bidder" on the left hand side bottom;

And addressed to SECI shall contain filled up format at Annexure -3, DD/Pay order of Rs. -----/- & Rs.---------/- towards Cost of This Document and the Bid Processing Fee and Bank Guarantee towards EMD @ Rs.------ Lakh/MW to be submitted separately along with the 2nd Envelope.

2nd Envelope – Super scribed as

"**2nd Envelope containing This for supply of Solar PV Power, mentioning the Bid capacity (MW),"** at the top of the Envelope;

"Name & Address of the Bidder" on the left hand side bottom;

And addressed to SECI shall contain the stamped and signed copy of the This document, covering letter & all other documents and Formats as specified

3rd Envelope Super scribed as

"**3rd Envelope containing VGF required"** at the top of the Envelope;

"Name & Address of the Bidder" on the left hand side bottom;

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And addressed to SECI shall contain the Financial Proposal according to Form 6.12 of RfS document.

Important note: In case Bidder opts for submission of bids for both part A and Part B, the proposals shall be placed in the same envelope (Envolpe-2 and Envelope 3) in line with the above.The 1st , 2nd and 3rd Envelopes shall be placed in a bigger, 4th envelope which shall be submitted to SECI at the address mentioned below: -

Address of "SECI" : ----------

Solar Energy Corporation of India
4th Floor, Tower-1, Sector-V, Pushp Vihar,
Saket, New Delhi- 110017

Validity of the bid

The Bidder shall submit the response to RfS which shall remain valid up to **One Hundred Eighty (180) days** from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

Bid Preparation cost

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

Enquiries/Clarifications

(i) Pre Bid Meeting

Clarifications / Doubts, if any, on RfS document issued may be addressed to SECI at the address mentioned below on or before 17:00 Hrs on _____. SECI will make all efforts to respond to the same in the Pre Bid Meeting to be held on _____ at 10:00 Hrs in _____. A compiled list of such questionnaire and SECI's response will be uploaded in the website of MNRE for information of all concerned i.e. www.mnre.gov.in. All are requested to remain updated with the website. No separate reply/intimation will be given elsewhere.

(ii) Enquiries/ clarifications may be sought by the Bidder from:

Name & Address of the Authorized Person of SECI: ---------- 4th Floor,Tower-1,Pushp Vihar, Saket, New Delhi-17	Phone (Off):011- _____ Fax :011-29564036 E-mail: ____

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Right of the SECI to reject a Bid

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

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Signing of Power Purchase Agreement:

SECI shall enter into Power purchase agreement with Bidders selected based on RfS. Power Purchase Agreement to be executed between SECI and the Selected Bidder(s) is under preparation. The PPA shall be executed within 30 days of the date of issue of Letter of Intent.

Before signing of PPA with the shortlisted bidders, SECI will verify the documents furnished by the bidders at the time of submission of This including meeting the Net worth Criteria and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS eligibility conditions. SECI at this stage may also ask the bidders to furnish the audited balance sheet of the previous month end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the bidders are false / misleading or misrepresented in any way then the provisions contained in this This will be applicable.

Financial Closure or Project Financing Arrangements:

The project shall achieve Financial Closure within 180 days from the date of signing Power Purchase Agreement (PPA). No extension shall be granted for achieving this milestone. At this stage, the project developer would furnish within the aforesaid period the necessary documents to establish that the required land for project development is in clear possession of the Project Developer (minimum 2 ha per MW) , provide evidence that the requisite technical criteria have been fulfilled. For Projects sanctioned under **Part-B**, the Project developer would also need to specify their plan for meeting the requirement of domestic content. The developer may make financial arrangement at least the project cost minus VGF agreed for the Project. In this regard the project developer shall submit a certificate from all financing agencies, certifying that the party has complied with all conditions required for drawl of funds and party can draw down the funds on any date as per their requirement. Further, the developer shall furnish documentary evidence towards following

- Required land for project development @ **2 Hectares / MW** is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences: -
- Ownership or lease hold rights (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the project.

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- Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Project Developer and the land is suitable for industrial use.

- Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer.

- A certified English translation from an approved translator in case above land documents are in other than English and Hindi Languages.

In case of delay in achieving above condition as may be applicable, SECI shall encase performance Bank Guarantees and shall remove the project from the list of the selected projects.

Payment Terms of VGF

Subject to signing of PPA and achieving financial closure, The VGF will be released to successful Solar Project developers in three tranches as follows:

a. 25% at the time of delivery of at least 50% of the major equipment at the site. This would be based on the cost of total procurement to be calculated as given in **Annexure-A.**

b. 50% on successful commissioning of the full capacity of the plant.

c. Balance 25% after one year of operation meeting requirements of generation.

Commissioning

i. Part Commissioning

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

ii. Commissioning Schedule and Penalty for Delay in Commissioning

The Project shall be commissioned within 13 months of the date of signing of PPA. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

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

a. Delay upto one month – SECI will encash 20% of the total Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned in lots of 10 MW each.

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b. Delay of more than one month and upto three months – SECI will encash remaining Performance BG on per day basis and proportionate to the Capacity not commissioned in lots of 10 MW each.

c. In case the commissioning of the project is delayed by more than 3 months, the pre-fixed levelized tariff of Rs.5.45 per unit shall be reduced at the rate of 0.50 paise per unit per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in levelized tariff shall be limited to 24 months from the date of signing of PPA. In case, the Commissioning of the Project is delayed beyond 24 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

The Selected Bidder shall be required to adhere to the technical parameters specified in Annexure - 1.

Project Implementation Schedule for Solar PV Projects

Selection of Solar PV Projects shall be carried out according to the timeline given below:

Sl.	Event	Date
1	Notice for Request for Selection (This)	zero date
2	Submission of applications and Techno-commercial bid opening	30 days from issue of This (zero date+30 days)
3	Short-listing of Bidders based on Techno-commercial eligibility and opening of Finance Bid	Within 30 days from receipt of response to This (zero date + 60 days)
5	Evaluation of Financial bids and issue of letter of intent	Within 90 days from opening financial Bids (zero date + 90 days)
7	PPA Signing	Within 30 days from the date of issue of letter of intent
8	Financial closure of the project	6 months from the date of signing of PPA
9	Commissioning of the Project	13 months from the date of signing of PPA

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Section 4

BID EVALUATION
AND
SELECTION OF PROJECTS

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Section 4

Bid evaluation methodology and selection of projects

The evaluation process comprises the following two steps:

1. 1st Step – Techno-Commercial evaluation
2. 2nd Step – Financial Bid (**VGF requirement**) evaluation

1st Step **- Techno-Commercial evaluation**

The proposals submitted without Processing fee or EMD in acceptable form will be rejected and bids submitted by such bidders shall be returned without further opening of other envelopes.

The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

Any of the following conditions shall cause the Bid to be "Non-responsive":

i) Response to This not received by the due date and time
ii) Response to This submitted by a Bidding Consortium not including the Consortium Agreement
iii) Response to This having Conflict of Interest
iv) Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium
v) Technology Partner holding more than 10% in a Consortium and participating as a Bidding Company / Member in another Consortium
vi) Non submission of Processing fee or EMD in acceptable form along with This document

The list of short listed Bidders shall be notified after conclusion of Techno-commercial bids whose bids will be eligible for opening in 2nd step.

2nd Step – Financial Bid evaluation

2nd stage evaluation (***Financial*** Bid evaluation) will be carried out considering the information furnished by Bidders for VGF requirement as prescribed under **Section 6 - Formats**. This step would involve evaluation of the response to RfS of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this document

Selection of Projects

a) After financial bids are opened, these will be arranged in ascending order of per MW VGF. The lowest VGF bid will be identified and marked L1. The lowest bid without claim of AD will be identified and marked L1A.

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. b) Selection of projects for allotment will start from L1 and go up to the level where ---------MW is reached or L1A bid price plus 10% is reached, whichever is earlier. In case L1A bid price plus 10% is reached and ------ MW capacity does not get allotted then the bidders over L1A plus 10% will be given an offer to match L1A plus 10% within 15 days from the offer.

c) In case the bidders matching L1A plus 10% is more than the left out capacity, then the bidders having the lowest original bids will be allotted project till the capacity of -------- MW is reached.

d) The selected bidders shall be issued Letter of intent.

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Section 5

OTHER PROVISIONS

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Section 5

OTHER PROVISIONS

5.1 Role of State Level Agencies

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

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

5.2 Amendment to the Guidelines and Finalization of RfS

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

5.3 Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or modification to the guidelines. The Ministry of New and Renewable Energy shall decide the matter, which will be binding on all parties concerned. Any inconsistencies, due to oversight, may be rectified, after obtaining the approval from the Secretary, Ministry of New and Renewable Energy.

5.4 Payment Security Mechanism

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

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Section 6

FORMATS FOR BID SUBMISSION

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Section 6

- **FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in **Clause 3.5** of Section 3 and other submission requirements specified in this document

i. Format of Covering Letter (Format 6.1)
ii. Formats for Power of Attorney (Format 6.2)
iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
iv. Format for Performance Bank Guarantee (Format 6.3 B)
v. Format for Board Resolutions (Format 6.4)
vi. Format for the Consortium Agreement (Format 6.5)
vii. Format for Financial Requirement (Format 6.6)
viii. Letter from STU (Format 6.7)
ix. Format for Disclosure (Format 6.8)
x. Filled up Summary Data Sheet in print form & a soft copy in the form of CD (Format 6.9)
xi. Format for Technical Criteria (Format 6.10)
xii. Format for Proposed Technology Tie-up (Format 6.11)
xiii. Format for submission of financial bid (VGF Requirement- Format 6.12)
xiv. Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.

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

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FORMAT-6.1: **Format of Covering Letter**

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

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 (SECI)
4th Floor, Tower-1, NBCC Plaza,
Sector-V, Pushp Vihar, Saket,
New Delhi- 110017

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

Dear Sir,

We, the undersigned ……. *[insert name of the 'Bidder']* having read, examined and understood in detail the This including Qualification Requirements in particular and PPA for supply of power for 25 years to SECI, hereby submit our response to This. We confirm that in response to the aforesaid This, we including our Ultimate Parent Company / Parent Company/Affiliate / Group Company directly or indirectly have not submitted response to This for more than three (3) projects and cumulative capacity of 50 MW (as mentioned in Format 6.9 under Disclosure), including this response to This. We are submitting application for the development of following Solar PV Project(s): -

Project No.	Capacity (MW)	Location of Project	Details of EMD	All formats along with relevant documents for each projects are enclosed at following Annexures
I				Flag X
II				Flag Y
III				Flag Z

Note: - All formats (from ii to xiv as per Clause 6.0 of section 6) are to be filled separately for each project along with separate EMD for each project.

1. We give our unconditional acceptance to RfS, dated ……..…. *[Insert date in dd/mm/yyyy]* and PPA attached thereto, issued by the SECI. In token of our acceptance to the This & PPA, the same have been initialed by us and enclosed with

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the response to RfS. We shall ensure that the PPA is executed as per the provisions of RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 13 months of the date of signing of PPA.

2. Earnest Money Deposit (EMD) : - (Strike out whichever is not applicable)

   (a) For Project No. I: - We have enclosed EMD of Rs. …….. (Insert Amount), in the form of bank guarantee no……[*Insert bank guarantee number*] dated ……. [*Insert date of bank guarantee*] as per Format 6.3A from …… [*Insert name of bank providing bank guarantee*] and valid up to…….in terms of Clause 3.14 of this This. The capacity of the Solar PV Project offered by us is ……. MW [*Insert installed capacity*].

   (b) For Project No. II: - We have enclosed EMD of Rs. …….. (Insert Amount), in the form of bank guarantee no……[*Insert bank guarantee number*] dated ……. [*Insert date of bank guarantee*] as per Format 6.3A from …… [*Insert name of bank providing bank guarantee*] and valid up to…….in terms of Clause 3.14 of RfS The capacity of the Solar PV Project offered by us is ……. MW [*Insert installed capacity*].

   (c) For Project No. III: - We have enclosed EMD of Rs. …….. (Insert Amount), in the form of bank guarantee no……[*Insert bank guarantee number*] dated ……. [*Insert date of bank guarantee*] as per Format 6.3A from …… [*Insert name of bank providing bank guarantee*] and valid up to…….in terms of Clause 3.14 of this This. The capacity of the Solar PV Project offered by us is ……. MW [*Insert installed capacity*].

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

4. Acceptance

   We hereby unconditionally and irrevocably agree and accept that the decision made by the SECI in respect of any matter regarding or arising out of RfS shall be binding on us. We hereby expressly waive any and all claims in respect of this process.

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 response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to RfS with formats duly signed as desired by you in RfS for your consideration.

7. It is confirmed that our response to RfS is consistent with all the requirements of submission as stated in RfS and subsequent communications from SECI.

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8. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to RfS.

9. We confirm that all the terms and conditions of our Bid are valid upto _____ (*Insert date in dd/mm/yyy*) for acceptance (i.e. a period of one hundred and eighty (180) days from the last date of submission of response to RfS).

10. Contact Person

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

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

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

Dated the _____ day of _____ , 20…

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.10 (5) (a))

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FORMAT-6.2

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

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s…….…….having its registered office at ……..……., …..,..…and M/s …….…. having its registered office at …….. , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ……. (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated……..…….. and having agreed to appoint M/s……..…as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s…….……..a company incorporated under the laws of ……..……and having its Registered /Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to This and if required, submission of Bid against This (in the event of short listing as a qualified Bidder). We also authorize the said Lead Member to undertake the following acts:

i) To submit on behalf of Consortium Members response to RfS and if required, to submit Bid in response to RfS

ii) To do any other act or submit any information and document related to the above response to This Bid, if required.

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

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

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

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

(Signature of person authorized by the board)

(Name
Designation
Place:
Date:)

Accepted

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

Attested

(Signature of the executant)

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

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

Note: - Lead Member in the Consortium shall have the controlling shareholding in the company having not less than 26% of voting rights in the company.

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FORMAT- 6.3 A: <u>Format for Earnest Money Deposit</u>

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

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to This inter alia for selection of the project of the capacity of …….. MW, at ……[*Insert Capacity of Plant and name of the place*] under Jawaharlal Nehru Solar Mission Phase –II for supply of power there from on long term basis, in response to the This dated ____ issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the This of ……[*insert the name of the Bidder*] as per the terms of the This, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI]* forthwith on demand in writing from SECI *or* any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees ------[*Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of capacity proposed*] only, on behalf of M/s. _____ [*Insert name of the Bidder*] .

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

Our liability under this Guarantee is restricted to Rs._____ (Rs. _____ only). Our Guarantee shall remain in force until _____ *[insert date of validity in accordance with clause -------- of RfS]*. SECI shall be entitled to invoke this Guarantee till _____ [*Insert date which is 30 days after the date in the preceding sentence*].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require SECI to justify the

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invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause --- of RfS*] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____
Name_____
Power of Attorney No._____

For
_____[Insert Name of the Bank]__

Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

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FORMAT- 6.3 B: Format for Performance Bank Guarantee for Solar PV

(Note: - Total Performance Guarantee (including conversion of EMD value @ Rs.10 Lakh/MW & Performance Guarantee @ Rs.20Lakh/MW) is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 40% & 60% Value.

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

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

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). (Optional** - This Bank Guarantee towards Performance Guarantee is inclusive of values of EMD submitted earlier as per details mentioned hereunder

i) Nos ----- dated ----, Value ------

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ii) Nos----- dated -----, Value ---).
Our Guarantee shall remain in force until…….. SECI shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

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

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Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until …….. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____
Name_____
Power of Attorney No._____

For
_____[Insert Name of the Bank]__

Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__
Witness:
1. …….
Signature
Name and Address

2. ……..
Signature
Name and Address

Notes:
1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.
** Applicable only in case where the Performance Bank Guarantee are arranged from the same Bank from where the Bank Guarantees towards EMD & Bid Bond were got issued.

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FORMAT-6.4: **Format for Board Resolutions**

(Format for the Board resolution to be passed)

The Board, after discussion, at the duly convened Meeting on …… (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to This for the Project, 'Selection of New Grid Connected Solar Photo Voltaic Project' in the country of India, including signing and submission of all documents and providing information / response to This to Solar Energy Corporation of India (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. (**To be provided by the Bidding Company or the Lead Member of the Consortium**)

2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. (**To be provided by the Bidding Company**)

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (-----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. (**To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity is 100%**)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----------[*Insert the name of other Members in the Consortium*] and Mr/Ms……., be and is hereby authorized to execute the Consortium Agreement. (**To be provided by the each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for

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the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated …… executed by the Consortium as per the provisions of the This. [**To be passed by the Lead Member of the Bidding Consortium**]

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. ……. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the Project 'Selection of New Grid Connected Solar Photo Voltaic Project' and confirm that all the equity investment obligations of M/s…….(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. [**To be passed by the entity(s) whose financial credentials have been used.]**

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

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FORMAT- 6.5: Format for 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 _____ Two thousand_____ between M/s [insert name of Lead Member]_____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to This, and execution of Power Purchase Agreement (in case of award), against This dated _____issued by Solar Energy Corporation of India (SECI) a Company incorporated under the [Company's Act, 1956, and having its Registered Office at _____ or _____constituted under

WHEREAS, each Member individually shall be referred to as the "**Member"** and all of the Members shall be collectively referred to as the "**Members"** in this Agreement.

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

WHEREAS, the SECI had invited response to RfS vide its Request for Selection (This) dated _____

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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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 This for self and agent for and on behalf of Member-2, ----, Member-n.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the controlling shareholding (at least 26% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

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

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

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8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [-----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.

15. This Agreement

    (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

    (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

    (c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the This & PPA.

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

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

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

Witnesses:

1) Signature----------
Name:
Address:

2) Signature ----------
Name:
Address:

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

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

Witnesses:
1) Signature ----------
Name:
Address:

2) Signature ----------
Name:
Address:

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

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

Witnesses:
1) Signature ----------
Name:
Address:

(2) Signature ----------
Name:
Address:

_____

Signature and stamp of Notary of the place of execution

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

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FORMAT- 6.6: FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH
[on the letter head of Bidder]

To,

[Insert name and address of SECI]

Dear Sir,

Sub: Response to This for Selection of New Grid connected Solar PV Projects under Phase II, Batch-I of JNNSM

We certify that the Bidding Company/Member in a Bidding Consortium had a minimum Net Worth of Rs.2 Crore (Rupees Two Crore) per MW or equivalent US$ based **on audited annual accounts for the last four (4) financial years** 2008-09, 2009-10, 2010-11 and 2011-12 [*Strike out the financial years not applicable*]. This Net Worth has been calculated in accordance with instructions provided in clause ------- of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates / Group Company as per following details:

Name of Company / Parent/ Affiliate/ Group Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company/ Consortium Member whose net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in Rs. Crore) of the Member Company
Company 1				

			Total	

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

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Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

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

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company/ Consortium Member whose net worth is to be considered	Relationship with Bidding Company* (if any)	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1						

			Total			

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

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

(Signature and Stamp of Statutory Auditor or Chartered Accountant)

Date:

Note:

Along with the above format, in a separate sheet, provide details of computation of Net Worth duly certified by Statutory Auditor.

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FORMAT- 6.7: <u>Format for Letter from STU</u>

(on the letter head of the STU)

To,

[Insert name and address of SECI / Nodal Agency of State / Bidding Company or Member of Consortium]

Dear Sir,

Sub: Response to This for Selection of New Grid connected Solar Projects under Phase II, Batch-I of JNNSM

1. M/s _____ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] has approached us for providing connectivity for a Solar PV Project of 5 MW, proposed to be located at _____ [*Insert location of the Project*], with the State grid at a voltage level of _____ KV (should be at 33 kV level & above).
2. We confirm the Technical feasibility of the connectivity of the plant with the State grid from _____ [*Insert name & location of the sub-station of* voltage level of 33 kV & above].
3. We further undertake that the connectivity with the grid will be provided with in a period of 12 (twelve) months from signing of PPA between M/s _____ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] and Solar Energy Corporation of India (SECI) or any further period as intimated by M/s _____[*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] along with confirmation from SECI for such extended period.

For and on behalf of ---------[Insert name of STU / Nodal Agency of State]

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

Note: -

1) "Nodal Agency" shall mean Nodal Agency of State dealing in Renewable Energy.

2) The letter received by the Bidder from Nodal Agency has to be submitted to SECI.

3) The letter from STU / Nodal Agency of State addressed to SECI shall also be acceptable.

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FORMAT- 6.8: Format for Disclosure

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

Disclosure

1. We hereby declare and confirm as under:-

   i. That we are only participating in the This Selection process and that our Parent, Affiliate or Ultimate Parent-or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process

   OR

   ii. That we are participating in the This selection process and that in addition to our Proposal, the following companies are also separately participating in this selection process with which we have direct or indirect relationship as our Parent / Affiliate / Ultimate Parent / Group Company. The names of such other companies are given below: -.

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

2. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to This will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed.

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

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FORMAT- 6.9: Summary Data Sheet

Soft copy of the Excel Utility is available on www.mnre.gov.in

(Format Under development)

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FORMAT-6.10: Format for Technical Criteria
[On the letter head of Bidder]

To,
[Insert name and address of SECI]

Dear Sir,

Sub: Response to This for Selection of New Grid connected Solar PV Projects under Phase-II, Batch-I of JNNSM

We hereby undertake to certify in line with clause 3.16 under the title "Financial Closure" that the following details shall be furnished within 180 days of signing of PPA: -

1.0 That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for at least one year.

2.0 Details of the project with location and the successful operational period of the project utilizing this technology.

3.0 Evidence of clear possession of the required land for the project along with following documentary evidence: -

- Ownership or lease hold rights (for at least 30 years) in the name of the Project Developer **and** possession of 100% of the area of land required for the project.
- Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Project Developer and the land is suitable for industrial use.
- Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer
- A certified English translation from an approved translator in case above land documents are in other than English and Hindi Languages.

4.0 Specific plan for meeting the requirement of domestic content in case of projects based on Crystalline Silicon Technology.

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

(Signature & Name of the person Authorised By the board

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FORMAT - 6.11

Declaration by the Solar power Developer for the proposed technology tie-up

1	Name of Bidding Company / Lead Member of Bidding Consortium			
2	Project proposed			Solar PV
3	Capacity proposed	Part-A		Aggregate: ……MW
		Part-B (DCR)		
4	Technology proposed to be adopted for the project			Conventional / Advance
5	Estimated Capacity Utilization Factor		%	
6	Estimated Annual Generation		kWh	
7	Give brief about the proposed Technology			
(a)	For Solar PV Projects	Crystalline Silicon Solar Cell Modules		
		Thin Film Modules		
		Concentrator PV Modules		-
		Any Other Technology		
8	Please mention the technical requirement chosen by the Solar Power Developer			

Signatures

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FORMAT- 6.12

FINANCIAL PROPOSAL

Form-1
Covering Letter
(On Applicant's letter head)

[Date and Reference]

To,

General Manager (P&C)

Solar Energy Corporation of India,

4th Floor, Tower-I, NBCC Plaza,

Sector-V, Pushp Vihar, Saket,

New Delhi-110017

Tel./Fax No.:……..

Sub: Response to This for Selection of New Grid connected Solar Projects under Phase II, Batch-I of JNNSM

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm as Developer for above.

I/ We agree that this offer shall remain valid for a period of 180 (One hundred and eighty) days from the due date of submission of the response to This such further period as maybe mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

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

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Financial Proposal

Subject: - Response to This for Selection of New Grid connected Solar Projects under Phase II, Batch-I of JNNSM

Sl. No.	Project Capacity	Total Project Cost	VGF Requirement
1.			
2.			
3.			
TOTAL Viability Gap Funding Sought from SECI			

Note:

1. Total VGF requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. The above quoted Project Cost (and hence, the VGF Requirement) shall include all expenses laid down in Annexure- A of this.

Authorized Signature

Name

Designation

Name of the Firm/Consortium

Address

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Annexure-A

Preliminary Estimate of Cost of Solar PV Power Project

Project Capacity:

……..MW Location:

……..

Sr. No.	Particulars	Estimated Cost (Rs. in Lakh)
1.	SPV Modules	
2.	Mounting Structures	
3.	Power Conditioning Units	
4.	Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System	
5.	Power Evacuation Arrangement up to Inter-Connection Point (Cables and Transformers)	
6.	Land Acquisition	
7.	Civil and General Works	
8.	Preliminary and Pre-Operative Expenses including IDC and Contingency	
	Total Project Cost	

(Signature)

(Name of Bidder)

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Annexure- B

Technical Parameter of PV Module for use in Grid Connected Solar Power Plants

The following are some of the technical measures required to ensure quality of the PV modules used in grid connected solar power projects.

1. PV Module Qualification

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

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

1.2 Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2

1.3 In addition, PV modules must qualify to IEC 61730 for safety qualification testing. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Authorized Test Centres

The PV modules deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case for any PV Module, NABL Accredited Test Centres are not available in India, then test certificates from reputed ILAC Member Labs abroad will be acceptable.

3. Warranty

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

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4. Identification and Traceability

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

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m^2, AM 1.5, 25^{0}C)
vi. Wattage, Im, Vm and FF for the module
vii. Unique Serial No and Model No of the module
viii. Date and year of obtaining IEC PV module qualification certificate
ix. Name of the test lab issuing IEC certificate
x. Other relevant information on traceability of solar cells and module as per ISO 9000

5. All grid solar PV power plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module. They will be required to submit this data to the Ministry on line and/ or through a report on regular basis for the entire duration of PPA. In this regard they shall mandatorily also grant access to SECI and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

6. Suitable measurement facility should be placed as close as possible to the solar plants. A common measurement facility may be allowed to be used by the plants located within a radius of five kilometers from this facility. This shall be subject to the conditions that

i) It is certified by the participating developers that the topography of the place remains similar in this range of distance;
ii) Participating project developers agree on sharing of the data, maintenance of the facility, quality checks on the data, etc.; and
iii) Each of the project developers meet the requirements of the guidelines for sharing of data with the MNRE as enumerated in Clause (d) of the Annexures 1A and 1B for solar PV and solar thermal power projects.

DRAFT (FOR CONSULTATION)