



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

D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre,
Saket, New Delhi - 110017
Tel: 011 - 71989200, Fax: 011 - 71989243
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Request for Selection (RfS) Document **For** **Selection of Solar Power Developers for Setting up of** **2500 MW ISTS-Connected Solar PV Power Projects at Ultra** **Mega Renewable Energy Power Park (UMREPP)** **in Koppal District, Karanataka** **under Tariff-based Competitive Bidding (ISTS-X)**

Tender Search Code on ISN-ETS: SECI-2020-TN000014

RfS No. [SECI/C&P/SPD/ISTS-X/Koppal-SP/RfS/2500MW/042020](#)

Dated: 10/04/2020

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 10/04/2020

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Solar Power Developers for Setting up of 2500 MW ISTS-Connected Solar PV Power Projects at UMREPP in Koppal District, Karanataka under Tariff-based Competitive Bidding (ISTS-X).				
(B)	RfS NO. & DATE	SECI/C&P/SPD/ISTS-X/Koppal-SP/RfS/2500MW/042020 Dated: 10/04/2020				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	<input type="text" value="Yes"/>					
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document				
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of DD/ Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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(G)	DOCUMENT PROCESSING FEE	<table border="1" data-bbox="619 208 1171 394"> <tr> <td data-bbox="619 208 906 320">APPLICABLE</td> <td data-bbox="906 208 1171 320"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="619 320 906 394">NOT APPLICABLE</td> <td data-bbox="906 320 1171 394"><input type="text"/></td> </tr> </table> <p data-bbox="592 427 1399 495">Rs. 5 Lakh +18% GST for each Project from 50 MW upto 90 MW capacity,</p> <p data-bbox="592 521 1399 589">Rs. 15 Lakh + 18% GST for each Project from 100 MW and above capacity,</p> <p data-bbox="592 616 1399 763">to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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(H)	EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="592 784 1181 945"> <tr> <td data-bbox="592 784 900 869">APPLICABLE</td> <td data-bbox="900 784 1181 869"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="592 869 900 945">NOT APPLICABLE</td> <td data-bbox="900 869 1181 945"><input type="text"/></td> </tr> </table> <p data-bbox="592 976 1399 1084">Amount: INR 4,00,000/- (Indian Rupees Four Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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NOT APPLICABLE	<input type="text"/>					
(I)	PERFORMANCE BANK GUARANTEE	<table border="1" data-bbox="592 1106 1267 1267"> <tr> <td data-bbox="592 1106 948 1191">APPLICABLE</td> <td data-bbox="948 1106 1267 1191"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="592 1191 948 1267">NOT APPLICABLE</td> <td data-bbox="948 1191 1267 1267"><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	<p data-bbox="592 1303 1399 1451">Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017</p> <p data-bbox="592 1503 1399 1532">Scheduled as per NIT on ISN-ETS portal and/or SECI website.</p>				
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal				
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal				
(M)	e-Reverse Auction (e-RA)	<p data-bbox="592 1809 1050 1839">Will be informed to eligible bidders.</p> <p data-bbox="592 1850 1318 1879">Date and time of e-RA shall be intimated through email.</p>				
(N)	CONTACT DETAILS OF ISN-ETS Portal	<p data-bbox="592 1908 1158 1937">M/s Electronic Tender.com (India) Pvt. Ltd.</p> <p data-bbox="592 1946 724 1975">Gurugram</p> <p data-bbox="592 1984 1134 2013">Contact Person : ISN-ETS Support Team</p> <p data-bbox="592 2022 1198 2051">Customer Support:+91-124-4229071,4229072</p>				

		(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Hoildays) Email: support@isn-ets.com
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Sh. Sanjay Sharma General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited D - 3, 1 st Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017 Contact No. : 011 71989256 Email : nsm@seci.co.in / contracts@seci.co.in
(P)	Details of persons to be contacted in case of any assistance required	1) Sh. Pratik Prasun Manager (C&P) Contact No.: 011 71989236 pratikpr@seci.co.in 2) Sh. Biblesh Meena Deputy Manager (C&P) Ph: 011-71989284 Biblesh@seci.co.in 3) Sh. Jayansh Gaur Executive Trainee (C&P) Ph: 011-71989284 jayansh.gaur@seci.co.in

1. Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
2. Bidder(s) are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) if any from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/ or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.
5. Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details only will be available from <https://www.bharat-electronictender.com>



SECTION - I

DEFINITIONS OF TERMS

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

1. **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
2. **"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, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
3. **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
4. **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by SECI.
5. **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding 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; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
6. **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement;
7. **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;
The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;
8. **"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.

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;

9. **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable;

10. **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 17, Section-III, Instructions to Bidders (ITB) of RfS Documents;
11. **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Project, and shall be equal to the Project Capacity as defined;
12. **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
 - (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - (b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
13. **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
14. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
15. **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
16. **“DAY”** shall mean calendar day;
17. **“EFFECTIVE DATE”** shall mean the date as on 90th day from the date of issuance of Letter of Award (LOA), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
18. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013
19. **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
20. **“GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof.

21. **“GROUP COMPANY”** of a Company means

- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- (c) 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;
- (d) 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;
- (e) 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, pension funds and sovereign funds 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;

22. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the 220KV side of 400/220 kV CTU Grid Substation (GSS), where the power from the solar power Projects are injected into the identified CTU substation (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the section VIII of this RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time along with any instructions by SPIA in this regard.

23. **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);

24. **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;

25. **“LETTER OF AWARD” or “LOA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project;
26. **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
27. **“LLC”** shall mean Limited Liability Company;
28. **“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;
29. **“MONTH”** shall mean calendar month;
30. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013;
31. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;
32. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
33. **“POOLING SUBSTATION/ POOLING POINT”** shall mean the pooling point voltage and metering arrangement shall be as prescribed by the SPIA.

Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPIA to get connected to the 220/400 kV GSS, i.e. the Delivery Point. The voltage level for such common line shall be 220kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing

34. **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited;
35. **“PPA”** shall mean the Power Purchase Agreement signed between the Selected bidder and SECI according to the terms and conditions of the standard PPA enclosed with this RfS;
36. **“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT”** shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any