

**Solar Energy Corporation of India
New Delhi**

Ref: SECI/JNNSM/P-2/B-1/RfS/102013/Amendment-01/

Dated 29.11.2013

**Amendments in the RfS Document of JNNSM Phase-II, Batch-I
(RfS No.:SECI/JNNSM/SPV/P-2/B-1/RfS/102013 dated 28th October, 2013)**

Sr. No.	Clause / Article No./Section No.	Original Clause	Amended Clause
1.	1.4.2	Already commissioned Projects cannot be considered under this scheme. Projects under construction or Projects which are not yet commissioned will, however, be considered, subject to the condition that such Projects are not already accepted in any other Central/State schemes.	Already commissioned Projects cannot be considered under this scheme. Projects under construction or Projects which are not yet commissioned will, however, be considered, subject to the condition that such Projects are not already accepted in any other Central/State schemes. Enhancement and augmentation of existing Projects irrespective of their capacities will not be considered as eligible Project under this scheme.
2.	Section 2 "Controlling Shareholding"	"Controlling shareholding" shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsorily and mandatorily convertible Preference shares/Debentures) in the Company/Consortium;	"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;
3.	3.4	After the allocation of aggregate capacity of 750 MW, a waiting list of up to 100 MW shall be maintained by SECI up to the date of "Financial Closure". SECI shall allocate Projects to the waiting list Bidders after approval of the capacity to be allocated by MNRE. The Bidders who agree to be in the waiting list and who agree for retaining their EMD- BGs by SECI shall only be considered in the waiting list. Bidders who wish to keep their Project(s) in waiting list shall give a declaration in the covering letter as per Format 6.1. In the absence of such a declaration, it shall be construed that such Bidders are not willing to get included in the waiting list and therefore, they shall not be considered for the same. Further, if the Bidders wishing to be in the waiting list (based on their declarations submitted in the response to RfS), opt out after the selection process of 750 MW capacity is over, then SECI shall forfeit the EMDs of such Bidders.	After the allocation of aggregate capacity of 750 MW, a waiting list of up to 100 MW shall be maintained by SECI up to the date of "Financial Closure". SECI shall allocate Projects to the waiting list Bidders after approval of the capacity to be allocated by MNRE. The Bidders who agree to be in the waiting list and who agree for retaining their EMD- BGs by SECI shall only be considered in the waiting list. Bidders who wish to keep their Project(s) in waiting list shall give a declaration in the covering letter as per Format 6.1. In the absence of such a declaration, it shall be construed that such Bidders are not willing to get included in the waiting list and therefore, they shall not be considered for the same. Further, the Bidders shall have the following two options to remain in the waiting list: •Remaining in the waiting list up to the time of completion of signing of PPA between SECI and the originally

Sr. No.	Clause / Article No./Section No.	Original Clause	Amended Clause
			<p>selected SPDs, and in this case Bidders would be required to keep their EMDs valid for 9 (nine) months from last date of submission of the Bid.</p> <ul style="list-style-type: none"> • Remaining in the waiting list up to the time of completion of Financial Closures of all the Projects for which SECI signs the PPAs with selected SPDs, and for this the Bidders would be required to keep their EMDs valid for 13 (thirteen) months from last date of submission of the Bid. <p>In case a bidder who opted to be in the waiting list, based on their declaration submitted in response to RfS, gets selected during the waiting list period and does not accept the LOI, then SECI shall forfeit the EMDs of such Bidders.</p>
4.	3.5	<p>Solar power Projects are required to be designed for inter-connection with transmission network of STU/CTU/any other transmission utility at voltage level of 33 kV or above. Given this requirement, the Project capacity shall be at least 10 MW and the maximum capacity of the Project shall be up to 50 MW. The Project capacity shall remain in multiples of 10 MW. The SPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-B.</p> <p>Note: The provision of Project capacity in multiples of 10 MW mentioned above shall not be applicable in case SECI allots a Project to a SPD having a capacity less than 10 MW.</p>	<p>Solar power Projects are required to be designed for inter-connection with transmission network of STU/CTU/any other transmission utility at voltage level of 33 kV or above. Given this requirement, the Project capacity shall be at least 10 MW and the maximum capacity of the Project shall be up to 50 MW. The Project capacity shall remain in multiples of 10 MW. The SPDs shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure enclosed in Annexure-B.</p> <p>Note: The provision of Project capacity in multiples of 10 MW mentioned above shall not be applicable in case SECI allots a Project to a SPD having a capacity less than 10 MW.</p>
5.	3.7.B.i.	<p>The Net Worth of the bidding Company/Bidding consortium should be equal to or greater than the value calculated at the rate of Rs. 2 Crore or equivalent US\$ per MW of the Project capacity up to 20 MW. For every MW additional capacity beyond 20 MW, additional net worth of Rs. 1 Crore per MW or equivalent US\$ per MW would need to be demonstrated</p>	<p>The Net Worth of the bidding Company/Bidding consortium should be equal to or greater than the value calculated at the rate of Rs. 2 Crore or equivalent US\$ per MW of the Project capacity up to 20 MW. For every MW additional capacity beyond 20 MW, additional net worth of Rs. 1 Crore per MW or equivalent US\$ per MW would need to be demonstrated. In case a Bidder submits Project proposals under both Part-A and Part-B for a cumulative</p>

Sr. No.	Clause / Article No./Section No.	Original Clause	Amended Clause
			capacity more than 100 MW, the Bidder has to demonstrate the Net Worth requirement for 100 MW only.
6.	3.7.B.xiii.	Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required Net Worth, the required Net Worth equivalent to a 20% of the minimum equity contribution of Rs. 0.30 Cr/MW/Project has to be infused in the Project Company at the time of signing of PPA and another Rs. 1.20 Cr/MW/Project on or before the date of Financial Closure. To demonstrate this, necessary bank statements shall be furnished by the successful SPDs. A copy of Return filed by the Bidder and duly acknowledged by ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of response to RfS and also before signing of PPA.	Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required Net Worth, the required Net Worth equivalent to a 20% of the minimum equity contribution which is equal to Rs.0.30 Cr/MW/Project has to be infused in the Project Company at the time of signing of PPA and another Rs. 1.20 Cr/MW/Project on or before the date of Financial Closure. To demonstrate this, necessary bank statements shall be furnished by the successful SPDs. A copy of Return filed by the Bidder and duly acknowledged by ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of response to RfS and also before signing of PPA.
7.	3.7.D.i.	The plant should be designed for interconnection with the nearest substation of STU/CTU/any other transmission utility at the voltage level of 33 kV or above. The Bidder should indicate to the transmission-licensee the location [Tehsil, Village and District, as applicable] of his proposed Project. In this regard, the Bidder shall submit a letter from the STU/CTU/any other transmission utility along with response to RfS confirming technical feasibility of connectivity of plant to substation.	The plant should be designed for interconnection with the nearest substation of STU/CTU/any other transmission utility at the voltage level of 33 kV or above. The Bidder should indicate to the transmission-licensee the location [Tehsil, Village and District, as applicable] of his proposed Project. In this regard, the Bidder shall submit a letter from the STU/CTU/any other transmission utility along with response to RfS confirming technical feasibility of connectivity of plant to substation. In case a Bidder wishes to set up different Projects under the same STU/CTU/any other transmission utility, he can submit a single letter for cumulative capacity under the same STU/CTU/any other transmission utility. However, the letter should clearly specify all the Projects which add up to the cumulative capacity for which the CTU/STU is issuing the letter (as per Format 6.7). In the event of award of Projects, the Bidder would be required to submit separate Transmission Service Agreement for each allotted Project at the time of Financial Closure.
8.	3.7.D.ii.	The responsibility of getting connectivity and open access with the transmission system owned by the	The responsibility of getting connectivity with the transmission system owned by the STU/CTU/any other transmission

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		<p>STU/CTU/any other transmission utility, as may be required, will lie with the SPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. Interconnection with the Discom network may be accepted in exceptional cases where the Discom is the ultimate buyer of the entire quantity of power from that Project; and SPD has signed Power Purchase Agreement with SECI and SECI agrees to an agreed interconnection point and at an agreed voltage. This arrangement would be subject to arrangement of energy accounting with the SLDC. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.</p>	<p>utility, as may be required, will lie with the SPD. SECI shall take necessary open access wherever required. The transmission of power up to the point of interconnection (delivery point) where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. Interconnection with the Discom network may be accepted in exceptional cases where the Discom is the ultimate buyer of the entire quantity of power from that Project; and SPD has signed Power Purchase Agreement with SECI and SECI agrees to an agreed interconnection point and at an agreed voltage. This arrangement would be subject to arrangement of energy accounting with the SLDC. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.</p>
9.	3.10.i.	<p>Earnest Money Deposit (EMD) of Rs.10 Lakh / MW per Project in the form of Bank Guarantee according to Format 6.3A and valid for 09 months (270 days) from the Techno commercial bid opening date, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. In case the Bidder wishes to be included in the waiting list, the Bidder has an option for extending the validity of the Bank Guarantee to 12 months.</p>	<p>Earnest Money Deposit (EMD) of Rs.10 Lakh / MW in the form of Bank Guarantee according to Format 6.3A and valid for 06 months (180 days) from the Techno commercial bid opening date, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. In case the Bidder wishes to be included in the waiting list, the Bidder has an option for extending the validity of the EMD to either 09 months or 13 months, as per Clause 3.4.</p>
10.	3.11.iii)	<p>SECI shall issue letters to all the State Utilities/Discoms inviting "Expression of Interest" from willing State Utilities/Discoms, who would be purchasing the solar power under VGF scheme @ Rs.5.50/ kWh (including Trading Margin of SECI @ 5 paisa/kWh) and sign the Power Sale Agreement (PSA) with SECI. Separate back-to-back Power Sale Agreements (PSAs) will be executed by SECI with the interested State Utilities/Discoms for sale of solar power to them.</p>	<p>Letters were issued to all the State Utilities/Discoms inviting "Expression of Interest" from willing State Utilities/Discoms, who would be purchasing the solar power under VGF scheme @ Rs.5.50/ kWh (including Trading Margin of SECI @ 5 paisa/kWh) and sign the Power trading margin Agreement (PSA) with SECI. Confirmation for purchase of power under this scheme has been received. Separate back-to-back Power Sale Agreements (PSAs) will be executed by SECI with the interested State Utilities/Discoms for sale of solar power to them.</p>
11.	3.14.ii. Illustration of Liquidated Damages (LD)	<ul style="list-style-type: none"> • In case of delay beyond 3 months subject to maximum of 24 months from the date of signing of PPA, the pre- fixed levelized tariff of Rs. 5.45 / 	<ul style="list-style-type: none"> • In case of delay beyond 3 months subject to maximum of 24 months from the date of signing of PPA, the pre- fixed levelized tariff of Rs. 5.45 / kWh shall be reduced at

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	Calculation	kWh shall be reduced at the rate of 0.50 paise per unit per delay of delay for the delay of such remaining capacity which is not commissioned.	the rate of 0.50 paise per unit per day of delay for the delay of such remaining capacity which is not commissioned.
12.	3.15.iv.	Lead Member in the Consortium shall have the Controlling Shareholding in the Company having not less than 51% of Voting Rights in the Company.	Lead Member in the Consortium shall have the Controlling Shareholding in the Company having more than 50% of Voting Rights in the Company.
13.	3.17.3.	Earnest Money Deposit (EMD) in the form as per Format 6.3 A (to be filled out separately for each Project).	Earnest Money Deposit (EMD) in the form as per Format 6.3 A (Only one EMD required for the cumulative capacity quoted by the Bidder).
14.	3.17.13.	Submission of Financial Proposal (VGF requirement) as per Format in 6.12 A and Format 6.12 B in print and a soft copy in CD shall be submitted along with other documents mentioned in Section 6. Note: The VGF quoted in the above Format shall be only in INR. In case the Bidder quotes his VGF requirement in any other currency, his bid shall be rejected.	Financial Proposal (VGF requirement) as per Format in 6.12 A and Format 6.12 B shall be submitted along with other documents mentioned in Section 6. <u>(No soft copy of the Financial Proposal to be submitted)</u> Note: The VGF quoted in the above Format shall be only in INR. In case the Bidder quotes his VGF requirement in any other currency, such bids shall be rejected.
15.	3.19	<p>i.</p> <p>ii. (II) Bank Guarantee towards EMD @ Rs.10 Lakh/MW/project.</p> <p>(III) Formats- 6.1, 6.2, 6.3A, 6.4, 6.5, 6.6, 6.7, 6.8, 6.10, 6.11 as elaborated in Clause 3.17;</p> <p>(V) Soft Copy of all the documents (scanned version) submitted as per Clauses (I) and (II) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the above mentioned naming Format.</p>	<p>(V) Bank Guarantee towards EMD @Rs. 10lakh/MW. One EMD to be submitted for the cumulative capacity quoted by the Bidder.</p> <p>ii. (II) [Deleted]</p> <p>(III) Formats- 6.1, 6.2, 6.4, 6.5, 6.6, 6.7, 6.8, 6.10, 6.11 as elaborated in Clause 3.17;</p> <p>(V) Soft Copy of all the documents (scanned version) submitted as per Clauses (I) to (IV) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the above mentioned naming Format.</p>
16.	3.19.ii.(VI)	“Financial Envelope containing VGF required (PART-A / PART-B) (strike out whichever not applicable)” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom. It shall contain the following:	“Financial Envelope containing VGF required (PART-A / PART-B) (strike out whichever not applicable)” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom. It shall be sealed and shall contain the following:
17.	3.19.ii.(VI) c)	Soft copy of the documents (scanned version) submitted as per Clauses (a) and (b) above in the form of a CD. The	Deleted

Sr. No.	Clause / Article No./Section No.	Original Clause	Amended Clause
		CD should be enclosed in a sealed envelope bearing the above mentioned naming format.	
18.	4.1.B.e.i.	After opening of financial bids, the Projects shall be arranged in the ascending order of VGF/MW quoted by Bidders, separately for Part-A and Part-B. The lowest financial bid received shall be marked as L1, separately for each category. Selection of projects for allotment will start from the lowest (L1) and go up to the level where the specified maximum MW capacity to be allocated under each Category is reached. In case the last Bid, which may not be in multiples of 10 MW, the allocation shall be restricted to the total capacity under that category. (Note: It will be mandatory for the eligible Bidder to accept the last Project offered by SECI, which may be less than the capacity quoted by him and also may not be in multiples of 10 MW)	After opening of financial bids, the Projects shall be arranged in the ascending order of VGF/MW quoted by Bidders, separately for Part-A and Part-B. The lowest financial bid received shall be marked as L1, separately for each category. Selection of projects for allotment will start from the lowest (L1) and go up to the level where the specified maximum MW capacity to be allocated under each Category is reached. In case the last Bid, which may not be in multiples of 10 MW, the allocation shall be restricted to the total capacity under that category (Note: The Bidders shall give a declaration in the Covering Letter (Format 6.1) wherein they will either choose between accepting the last capacity being offered or opting out of the process).
19.	5.2.	Any modification to the guidelines, if necessary, shall be carried out by the Ministry of New and Renewable Energy so as to successfully commission 7500 MW Solar PV Projects under VGF scheme in Phase-II Batch-I within the scheduled Timeline and thereby achieve the objectives of the Jawaharlal Nehru National Solar Mission.	Any modification to the guidelines, if necessary, shall be carried out by the Ministry of New and Renewable Energy so as to successfully commission 750 MW Solar PV Projects under VGF scheme in Phase-II Batch-I within the scheduled Timeline and thereby achieve the objectives of the Jawaharlal Nehru National Solar Mission.
20.	FORMAT-6.10, Clause 3.0.ii)	Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Solar Power Developer and the land is suitable for industrial use.	Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Solar Power Developer and the land is suitable for Solar Power Project.

Amended Formats in the RfS Document

FORMAT-6.1

Covering Letter

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

Date: _____

Reference No:_____

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

Tel.#:

Fax#:

E-mail address#

To

AGM (Contracts)

Solar Energy Corporation of India (SECI)

4th Floor, Tower-1, NBCC Plaza,

Sector-V, Pushp Vihar, Saket,

New Delhi- 110017

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

Dear Sir,

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

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

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

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

Note: - Bidders shall not change any of the numbering and naming formats mentioned in the RfS.

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA and standard VGF Securitization Agreement attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and VGF Securitization Agreement, the same have been initialled by us and enclosed with the response to RfS. We shall ensure that the PPA and VGF Securitization Agreement are executed as per the provisions of the RfS, provisions of PPA and provisions of VGF securitization agreement shall be binding on us. Further, we confirm that the Project shall be commissioned within 13 months of the date of signing of PPA.
2. (Strike out this clause if not applicable) We confirm that we will be availing the benefit of Accelerated Depreciation for the Project nos _____ (indicated the Project nos.) as indicated above and in case of being selected by SECI, we will be signing PPA with SECI at a tariff of Rs. 4.75/kWh for such Projects.
3. Earnest Money Deposit (EMD) (please read Clause 3.10 carefully before filling): -
We have enclosed EMD of Rs. [Insert Amount] in the form of bank guarantee no.....[Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.10 of this RfS. The total capacity of the Solar PV Projects offered by us is MW [Insert cumulative installed capacity].
4. We hereby declare that in the event of our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within 1 month of issue of LOI by SECI for the selected Projects and/or we are not able

to sign PPA with SECI within 1 month of issue of LOI by SECI for the selected Projects , SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any)for the value of EMD pertaining to unsuccessful Projects.

5. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
6. We hereby declare that during the selection process, in the event of our Project happens to be the last Project selected and SECI offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity. /we shall not accept such less capacity. **(Choose whichever applicable).**
7. Consent to be in the waiting list **(strike out if not applicable)**

We hereby declare that In the event of our proposal being not selected in the selection process of 750 MW grid connected Solar PV Projects, we hereby request you to keep our bid(s) in the waiting list as per Clause 3.4 of the RfS. We choose the following option with regards to our inclusion in the waiting list **(choose whichever applicable):**

- We opt for remaining in the waiting list up to the time of completion of signing of PPA between SECI and the originally selected SPDs, and the Bank Guarantee towards EMD submitted by us is valid for 9 (nine) months from last date of submission of the Bid.

OR

- We opt for remaining in the waiting list up to the time of Financial Closures of all the Projects which SECI signs the PPAs with selected SPDs, and in this case the Bank Guarantee towards EMD submitted by is valid for 13 (thirteen) months from last date of submission of the Bid.

8. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
9. Familiarity with Relevant Indian Laws & Regulations
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA and execute VGF securitization agreement, in the event of our selection as Successful Bidder.
10. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from SECI.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

13. We confirm that all the terms and conditions of our Bid are valid upto _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of two hundred ten (210) days from the last date of submission of response to RfS).

14. Contact Person

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

Name :

Designation:

Company :

Address :

Phone Nos.:.....

Mobile Nos.:

Fax Nos. :

E-mail address:

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

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

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

FORMAT- 6.3 A

Format for Earnest Money Deposit

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

Ref. _____ Bank Guarantee No. _____

Date: _____

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

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause 3.10 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.10 of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.10 of this RfS] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT- 6.6

FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

[on the letter head of Bidder]

(to be submitted separately for each Project)

To,

[Insert name and address of SECI]

Dear Sir,

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

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

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

This Net Worth has been calculated in accordance with instructions provided in Clause 3.7B 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/ Affiliate/ Group Company/ Consortium Member whose network 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.

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/ Affiliate/ Group Company/ Consortium Member whose networth 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 Authorized Signatory)

(Signature & Stamp of Chartered Accountant)

Membership No.

Regn.No. of the CA’s firm:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by Bank are to be enclosed in support thereof for confirmation of balance in cash & bank.

FORMAT- 6.7

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

(to be submitted separately for each Project)

To,

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

Dear Sir,

Sub: Response to RfS No. _____ for Selection of Grid connected Solar Projects under Phase II, Batch-I of JNNSM

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 /___ no. Projects having a cumulative capacity of--- MW [*Insert whichever applicable*], 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). **[In case of applying for a cumulative capacity under the same STU, the following statement needs to be included]:** The cumulative capacity consists of the following Projects having respective capacities:
 - a. Project-1: _____MW
 - b. Project-2:_____ MW

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

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

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

Note: -

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

FORMAT - 6.11

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

(to be submitted separately for each Project)

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

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

Signature of the Authorized Signatory

Name of the Authorized Signatory

Annexure-D

1. List of Banks for Issuance of Bank Guarantee against EMD

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

2. List of Banks for Issuance of Performance Bank Guarantee

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