

**Solar Energy Corporation of India  
New Delhi**

**Ref: SECI/JNNSM/P-2/B-1/RfS/102013/Amendment-02**

**Dated 09.01.2014**

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

Sr. No.	Clause / Article No./Section No.	Original Clause	Amended Clause
1.	<b>Section 2 “Controlling Shareholding”</b>	“ <b>Controlling Shareholding</b> ” shall mean not 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;	“ <b>Controlling Shareholding</b> ” 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;
2.	<b>Section 2 “Lead Member of the Bidding Consortium” or “Lead Member”</b>	There shall be only one Lead Member, having the largest shareholding of more than 50% in the Bidding Consortium and cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;	There shall be only one Lead Member, having the largest shareholding of not less than 51% in the Bidding Consortium and cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;
3.	<b>3.6.3</b>	A Bidder shall be allowed to bid for a maximum total capacity of 100 MW each in both the categories. Further, the Bidder is allowed to quote for a maximum of five (5) projects in each category. In case the total combined capacity bid under both categories exceeds 100 MW, the Bidder will indicate upfront in their Bid their project-wise preference for allotment of that project under Part-A (DCR) and Part-B (Open) category. This preference should cover all the project proposals in both the categories. <b>However, while giving order of preference for the Projects covering both categories at the time of bidding, the Bidders shall indicate preference strictly in the ascending order of VGF sought for each Project in respective categories.</b> The Projects will be allotted in strictly the same order of preference subject to available capacity in that category, till the total allotted capacity to that Bidder reaches 100 MW.	A Bidder shall be allowed to bid for a maximum total capacity of 100 MW each in both the categories. Further, the Bidder is allowed to quote for a maximum of five (5) Projects in each category. In case the total combined capacity bid under both categories exceeds 100 MW and/or the total number of Project proposals submitted exceeds 5, the Bidder will indicate upfront in their Bid, their Project-wise preference for allotment of that Project under Part-A (DCR) and Part-B (Open) category. This preference should cover all the Project proposals in both the categories. <b>However, while giving order of preference for the Projects covering both categories at the time of bidding, the Bidders shall indicate preference strictly in the ascending order of VGF sought for each Project in each category.</b> <b>It is further clarified that within one category, the Bidder cannot give a higher preference for a Project with higher VGF Amount (Preference-1 being the highest preference with lowest VGF Amount in the respective categories). Thus, the Projects shall be ranked from 1-10 as per the Bidder’s preference, but within a single category,</b>

			<p><b>the Bidder must indicate preference in the increasing order of VGF sought. The Projects will be allotted in strictly the same order of preference subject to available capacity in that category, till the total allotted capacity to that Bidder reaches 100 MW and/or a total of 5 Projects have been allotted to that Bidder.</b></p>
<p><b>4.</b></p>	<p><b>3.7.A.v.</b></p>	<p>Limited Liability Companies (LLC) shall be eligible subject to the condition that such Companies are able to demonstrate the net worth requirement in the company's name only. Net worth of Individuals/ Partners shall not be considered for meeting the net worth requirement. Such Bidders shall have to submit the net worth certificate in line with requirement stipulated in Clause 3.7.B, in the name of the Limited Liability Company at the time of submission of their bids. In case such a Bidder is not able to submit net worth certificate in line with the above, their bids shall be summarily rejected by SECI. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to infuse the minimum net worth requirement in line with the requirement stipulated in Clause 3.7.B given below, into the company registered in India. In case LLC fails to incorporate as an Indian company before signing of PPA or unable to demonstrate infusion of net worth in to the Company registered in India or not able to sign PPA with SECI, EMD of such Bidders shall be forfeited.</p>	<p>Limited Liability Companies (LLC) shall be eligible subject to the condition that such Companies are able to demonstrate the net worth requirement in the Company's name only. Net worth of Individuals/ Partners shall not be considered for meeting the net worth requirement. Such Bidders shall have to submit the net worth certificate in line with requirement stipulated in Clause 3.7.B, in the name of the Limited Liability Company at the time of submission of their bids. In case such a Bidder is not able to submit net worth certificate in line with the above, their bids shall be summarily rejected by SECI. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to infuse the minimum net worth requirement in line with the requirement stipulated in Clause 3.7.B given below, into the company registered in India. In case LLC fails to incorporate as an Indian company before signing of PPA or is unable to demonstrate infusion of net worth in to the Company registered in India or is not able to sign PPA with SECI, EMD of such Bidders shall be forfeited.</p> <p><b><u>NOTE: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by Companies.</u></b></p>

5.	3.7. B. v.	<p>Net Worth shall be calculated along the following lines:</p> <p>Net Worth</p> <p>= Paid up Equity share capital</p> <p>Add: Free Reserves</p> <p>Subtract: Revaluation Reserves</p> <p>Subtract: Intangible Assets</p> <p>Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses</p>	<p>Net Worth shall be calculated along the following lines:</p> <p>Net Worth</p> <p>= <b>Paid-up Share Capital</b></p> <p>Add: Free Reserves</p> <p>Subtract: Revaluation Reserves</p> <p>Subtract: Intangible Assets</p> <p>Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses</p> <p><b>Paid-up Share Capital will include:</b></p> <ol style="list-style-type: none"> <li>1. Paid-up equity share capital and</li> <li>2. Fully, compulsorily and mandatorily convertible Preference Shares and</li> <li>3. Fully, compulsorily and mandatorily convertible Debentures.</li> </ol> <p><b>b) Share premium</b> will form an integral part of Net Worth provided it is realized in cash or cash equivalents</p>
6.	3.7. B. viii.	<p>However, for new as well as existing Companies, the Net Worth criteria can also be met as on the day not more than seven days prior to the date of submission of response to RfS by the bidding Company. To demonstrate fulfilment of this criteria, the Company shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of response to RfS along with a certified copy of the Balance Sheet, Profit &amp; Loss Account, Schedules and cash flow statement supported with the bank statement.</p>	<p>However, for new as well as existing Companies, the Net Worth criteria can also be met as on the day not more than seven days prior to the last date of submission of response to RfS by the bidding Company. To demonstrate fulfilment 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 last date of submission of response to RfS along with a certified copy of the Balance Sheet, Profit &amp; Loss Account, Schedules and cash flow statement supported with the bank statement.</p>
7.	3.7. B. x.	<p>Any Consortium, if selected, shall, for the purpose of supply of power to SECI, incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing the PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding more than 50% of the voting rights) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project.</p>	<p>Any Consortium, if selected, shall, for the purpose of supply of power to SECI, incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing the PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (<b>held by the Lead Member holding not less than 51% of the voting rights</b>) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project.</p>

8.	3.7. B. xi.	<p>However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the Lead Member in the Project Company at least up to one year after the COD of the Project. Further, such change in shareholding would be subjected to continued fulfilment of the financial and technical criteria, by the Project Company.</p>	<p>For avoidance of any doubts, it is clarified that fully, compulsory and mandatory convertible Preference shares/ Debentures convertible <b>at any date</b>, or equity in the name of Promoter <b>shall necessarily remain not less than 51% from the date of bid submission up to completion of 1 year after COD.</b></p> <p>However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the Lead Member in the Project Company at least up to one year after the COD of the Project.</p> <p>Further, such change in shareholding would be subjected to continued fulfilment of the financial and technical criteria, by the Project Company.</p>
9.	3.7. E.	<p><b>Domestic Content Requirement (Applicable for Projects under Part-A only)</b>  One of the important objectives of the National Solar Mission is to promote domestic manufacturing. In view of this, For Projects to be implemented under Part-A (375 MW), both the solar cells and modules used in the Solar Power Projects must be made in India.</p>	<p><b>Domestic Content Requirement (Applicable for Projects under Part-A only)</b></p> <p>One of the important objectives of the National Solar Mission is to promote domestic manufacturing. In view of this, Projects implemented under Part-A (375 MW) shall have to meet the Domestic Content Requirement. <b>In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from P-type (or N-type) wafers till final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in India. The requisite P-type (or N-type) wafers and other raw material can be imported.</b></p> <p><b>In case of Thin-film technologies, the entire Modules assembly comprising Thin-film Solar Cells shall be manufactured in India. The starting substrate (without any semiconductor junction) and other requisite raw materials can be imported.</b></p>
10.	3.10.i.	<p><b>Earnest Money Deposit (EMD)</b> 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</p>	<p><b>Earnest Money Deposit (EMD)</b> of Rs.10 Lakh / MW in the form of Bank Guarantee according to Format 6.3A and valid for 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 has exercised the option to be included in the waiting list in accordance to Clause 3.4, then</p>

		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.	the validity of the EMD shall be 270 days or 390 days, as the case may be.
<b>11.</b>	<b>3.20</b>	<p><b>Validity of the Response to RfS</b></p> <p>The Bidder shall submit the response to RfS which shall remain valid up to Two Hundred Ten (210) days from the last date of submission of response to RfS (“Bid Validity”). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.</p>	<p><b>Validity of the Response to RfS</b></p> <p>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.</p>
<b>12.</b>	<b>4.1. A. 3.</b>	<p>Any of the following conditions shall cause the Bid to be “Non-responsive”:</p> <ol style="list-style-type: none"> <li>a. Response to RfS submitted by a Bidding Consortium not including the Consortium Agreement;</li> <li>b. Response to RfS having conflict of interest;</li> <li>c. Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium resulting in rejection of all the relevant bids;</li> <li>d. Technology Partner holding more than 10% in a Consortium and participating as a Bidding Company / Member in another Consortium resulting in rejection of all the relevant bids;</li> <li>e. Non submission of Processing fee and/or EMD in acceptable form along with RfS document.</li> </ol>	<p>Any of the following conditions shall cause the Bid to be “<b>Non-responsive</b>”:</p> <ol style="list-style-type: none"> <li>a. Non submission of Cost of RfS document or Processing fee or EMD in acceptable form/amount along with the response to RfS.</li> <li>b. Response to RfS not received by the due date &amp; time.</li> <li>c. The Financial Bid submitted by the Bidder is in any format other than INR/MW.</li> <li>d. At the time of financial bid opening, if it is found that the Bidder has indicated order of Preference of the Projects which is not in accordance to the methodology explained in Clause 3.6.3 (applicable only in case a Bidder submits proposals for more than 5 Projects and/or the cumulative capacity proposed by the Bidder is more than 100 MW).</li> <li>e. Response to RfS has been submitted by a Consortium not including the Consortium Agreement.</li> <li>f. Any indication of VGF requirement in any part of response to the RfS, other than in the financial bid.</li> </ol>
<b>13.</b>	<b>4.1. A. 4.</b>	Subject to Clause 4.1.A.3 above, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications / additional documents / Rectification of errors / Discrepancies if any in the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the	Subject to Clause 4.1.A.3 above, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications / additional documents / Rectification of errors / Discrepancies if any in the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any

		<p>eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 7 days from the date of such intimation from SECI. It will be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested by SECI, to the satisfaction of SECI. SECI shall not be responsible for rejection of any bid on account of the above.</p>	<p>clarifications/additional documents sought by SECI within 7 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It will be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested by SECI, to the satisfaction of SECI. SECI shall not be responsible for rejection of any bid on account of the above.</p>
<p><b>14.</b></p>	<p><b>4.1. B. e) i.</b></p>	<p>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).</p>	<p>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 bid (L1) and go up to the level where the specified maximum MW capacity to be allocated under each category is reached. In case of allocation of the last Project capacity by SECI, the allocation of that last capacity may not be in multiples of 10 MW <u>due to the respective limits in each category</u>, 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).</p> <p>However, it is to be noted that a Bidder is allowed to submit Project proposals for more than 100 MW. In such a case, the capacity of the final Project allocated to that Bidder may be less than the actual capacity proposed for that particular Project, since the Bidder is allowed a maximum allocation of 100 MW. 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. In case the Bidder refuses the same, the EMD value calculated for the part quantity of the last Project shall be forfeited.</p> <p><b>Illustration:</b> Suppose a Bidder has submitted bid for a cumulative capacity of 150 MW comprising 7</p>

			Projects and based on the VGF quoted, 120 MW capacity is getting selected for allocation. The Bidder has already received allocation of 90 MW comprising 3 Projects. Further, since the last Project getting selected has a capacity of 30 MW, only 10 MW can be allocated to restrict the total allocation to 100 MW. In such a scenario it is mandatory for the Bidder to accept the 10 MW towards the fourth Project. In case the Bidder refuses to accept 10 MW, EMD for 10 MW (i.e. INR 1.00 Cr.) shall be forfeited.																																								
15.	<b>Annexure- B: Clause No. 2</b>	<p><b><u>Power Conditioners/ Inverters</u></b></p> <p>The Power Conditioners/Inverters of the SPV power plants conform to the latest edition of IEC/equivalent BIS Standards as specified below:</p> <table border="0"> <tr> <td>Efficiency Measurements</td> <td>IEC 61683</td> </tr> <tr> <td>Environmental Testing</td> <td>IEC 60068-2</td> </tr> <tr> <td>Electromagnetic Compatibility (EMC)</td> <td>IEC 61000 series-relevant parts</td> </tr> <tr> <td>Electrical Safety</td> <td>IEC 62109-1&amp;2</td> </tr> <tr> <td>Protection against Islanding of Grid</td> <td>IEEE 1547/UL1741/ equivalent BIS Standard</td> </tr> <tr> <td>Grid Connectivity</td> <td>Relevant CERC Regulations and Grid Code as mentioned and revised from time to time</td> </tr> </table>	Efficiency Measurements	IEC 61683	Environmental Testing	IEC 60068-2	Electromagnetic Compatibility (EMC)	IEC 61000 series-relevant parts	Electrical Safety	IEC 62109-1&2	Protection against Islanding of Grid	IEEE 1547/UL1741/ equivalent BIS Standard	Grid Connectivity	Relevant CERC Regulations and Grid Code as mentioned and revised from time to time	<p><b><u>Power Conditioners/ Inverters</u></b></p> <p>The Power Conditioners/Inverters of the SPV power plants conform to the latest edition of IEC/equivalent BIS Standards as specified below:</p> <table border="0"> <tr> <td>Efficiency Measurements</td> <td>IEC 61683</td> </tr> <tr> <td>Environmental Testing</td> <td>IEC 60068-2</td> </tr> <tr> <td>Electromagnetic Compatibility (EMC)</td> <td>IEC 61000 series-relevant parts</td> </tr> <tr> <td>Electrical Safety</td> <td>IEC 62103/ IEC 62109-1&amp;2</td> </tr> <tr> <td>Protection against Islanding of Grid</td> <td>IEEE 1547/UL1741</td> </tr> <tr> <td>Grid Connectivity</td> <td>Relevant CERC Regulations and Grid Code as mentioned and revised from time to time</td> </tr> </table>	Efficiency Measurements	IEC 61683	Environmental Testing	IEC 60068-2	Electromagnetic Compatibility (EMC)	IEC 61000 series-relevant parts	Electrical Safety	IEC 62103/ IEC 62109-1&2	Protection against Islanding of Grid	IEEE 1547/UL1741	Grid Connectivity	Relevant CERC Regulations and Grid Code as mentioned and revised from time to time																
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		5.	50 MW	50 MW	50 MW	4.	40 MW	40 MW	40 MW	40 MW
						5.	50 MW	50 MW	50 MW	50 MW
		<p>*The SPD shall meet the Project Capacity and Contracted Capacity quoted by him.</p>								



**Annexure-D (amended)**

**1. List of Banks for Issuance of Bank Guarantees against EMD and PBG**

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>2. OTHER PUBLIC SECTOR BANKS</b>
<b>SBI AND ASSOCIATES</b>	IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. 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	<b>4. SCHEDULED PRIVATE BANKS</b>
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	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

**NOTE:** Yes Bank Ltd., Kotak Mahindra Bank and IndusInd Bank Ltd. stand included in the Schedule 2 of the Revised PPA document (PPA\_Phase-II\_Batch-I\_ R02\_08.01.2014)

**Clauses 3.17 and 3.19 of the RfS have been amended and shall be read as follows:**

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

**Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:-**

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 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** (to be filled out separately for each Project).
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 RfS and in the event of selection of the Projects, to sign the PPA and the VGF Securitization Agreement with SECI;
  - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
  - c. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfS), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Format for Financial Requirements as per **Format 6.6**.

8. A letter from the CTU/STU/any other Transmission Utility (as applicable) confirming connectivity of the Project as per **Format 6.7** (to be filled out separately for each Project).
9. A disclosure statement as per **Format 6.8** regarding participation of any related Companies in this bidding process (to be filled out separately for each Project).
10. Signed hard copy of the Summary Data Sheet as per **Format 6.9** which is also to be submitted in a CD (in Excel format-no scanned documents required in this CD).
11. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 210 days of signing of PPA as per **Format 6.10** (to be filled out separately for each Project).
12. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.11** (to be filled out separately for each Project) along with a Pre-feasibility report of the Project covering its salient technical details including technology proposed to be deployed and configuration of the Project. This can be modified while preparing the DPR to be submitted at the time of Financial Closure.
13. Financial Proposal (VGF requirement) as per **Format in 6.12 A and Format 6.12 B** (to be filled out separately for each Project). **Note:** The VGF quoted in the above Format shall be only in INR/MW. In case the Bidder quotes his VGF requirement in any other currency, his bid shall be rejected.
14. Preliminary estimate of Cost of the solar PV Project as per **Annexure-A** (to be filled out separately for each Project).
15. **Attachments**
  - a. Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.
  - b. Copy of the RfS document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
  - c. Net Worth certificate issued by Chartered Accountant along with Certified copies of annual audited accounts for the years 2009-10,2010-11,2011-12,2012-13 indicating year which has been considered for demonstration of Net Worth OR in case the Bidder wishes to submit the fulfillment of financial eligibility criteria not more than 7 prior to bid submission date, then the certificate issued by a Chartered Accountant for meeting the net worth criteria along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement. In case the Bidder demonstrates meeting Net Worth Criteria on the day not more than seven days prior to the date of submission of response to RfS, bank statement of the Bidder also needs to be submitted.

- d. Documents containing information about the Promoters and their shareholding in the Company to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI (as per Clause 3.15).

### 3.19 Method of Submission of response to RfS

The response to RfS shall contain the following Envelopes:-

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

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

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

It should be addressed to SECI and shall contain:

- i. Covering Letter as per Format-6.1.
- ii. Stamped and signed print out of the filled up Summary Data Sheet as per Format-6.9.
- iii. DD/Pay order of INR 15,000/- towards Cost of RfS Document.
- iv. DD/Pay order Rs. @ INR 1,00,000/- per Project if size of the Project is  $\leq$  20 MW and INR 2,00,000/- per Project if Project size is  $>$  20 MW towards the Bid Processing Fee (Single DD/Pay Order to cover all the Projects)
- v. Bank Guarantee towards EMD @Rs. 10lakh/MW. One EMD to be submitted for the cumulative capacity quoted by the Bidder.
- vi. Soft Copy of the Summary Data Sheet (the Excel File-not scanned) as per Format 6.9 in the form of a CD. The CD should be enclosed in a sealed envelope bearing the title “Soft Copy of Format 6.9”.
- vii. Soft Copy of the documents (scanned version) submitted under clauses (i) to (v) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the title “Scanned versions of the documents for Covering Envelope”.

**B. “Techno-Commercial Envelope”** The Bidder shall submit separate Techno-Commercial proposals for separate Projects in separate sealed envelopes as described below:

**a) Common Envelope-** Super scribed as

**“Common Envelope containing common documents in response to RfS for Selection of Solar PV Projects”** at the top of the Envelope;

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

This envelope shall contain the following:

- i. Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of the Bidding Company/all member Companies of the Bidding Consortium.
- ii. Formats - 6.2 (if applicable), 6.4, 6.5 (if applicable) and 6.6.
- iii. All the annexures along with Format 6.6.
- iv. Details of the Promoters and their shareholding in the Bidding Company, indicating the controlling shareholding as per Clause 3.15 (i).

- v. Stamped and signed copies of the RfS Document, PPA, VGF Securitization Agreement documents including the amendments and clarifications issued by SECI.
- viii. Soft Copy of the documents (scanned version) submitted under clauses (I) to (V) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the name “Scanned versions of the common documents”.

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

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

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

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

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

**This envelope shall contain the following:**

- (I) Formats- 6.7, 6.8, 6.10 and 6.11;
- (II) Pre-feasibility report as an annexure to Format 6.11;
- (III) Soft Copy of all the documents (scanned version) submitted as per Clauses (I) - (II) above in the form of a CD. The CD should be enclosed in a sealed envelope bearing the above mentioned naming Format.

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

**C. “Financial Envelope”- Super scribed as**

**“Financial Envelope containing VGF required”** at the top of the Envelope;

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

**NOTE:** The Financial Envelope shall contain separate financial proposals for each Project. The individual financial proposals for each Project shall be contained in separate sealed envelopes. Each separate envelope shall be titled in the following manner:-

**“Financial Proposal in Response to RfS for Selection of Solar PV Projects”**

<b>Envelope No.</b>	Fin-1 <i>(not to be changed to any other numbering format)</i>
<b>Project Category</b>	Part-A / Part-B <i>(Choose whichever applicable)</i>
<b>Project No.</b>	01 <i>(not to be changed to any other numbering format)</i>
<b>Project Capacity</b>	_____MW
<b>Project Location</b>	_____

Each envelope shall contain the following:

- a) Covering letter as per Format-6.12 (A) with Financial Proposal (VGF requirement) according to Format-6.12 (B) of this RfS document;
- b) Annexure-A containing the filled out Proforma for filling the Bidder’s estimated Project Cost;

The Covering Envelope, Techno-Commercial Envelope and the Financial Envelope shall be placed in a bigger, 4<sup>th</sup> envelope which shall have the following label:

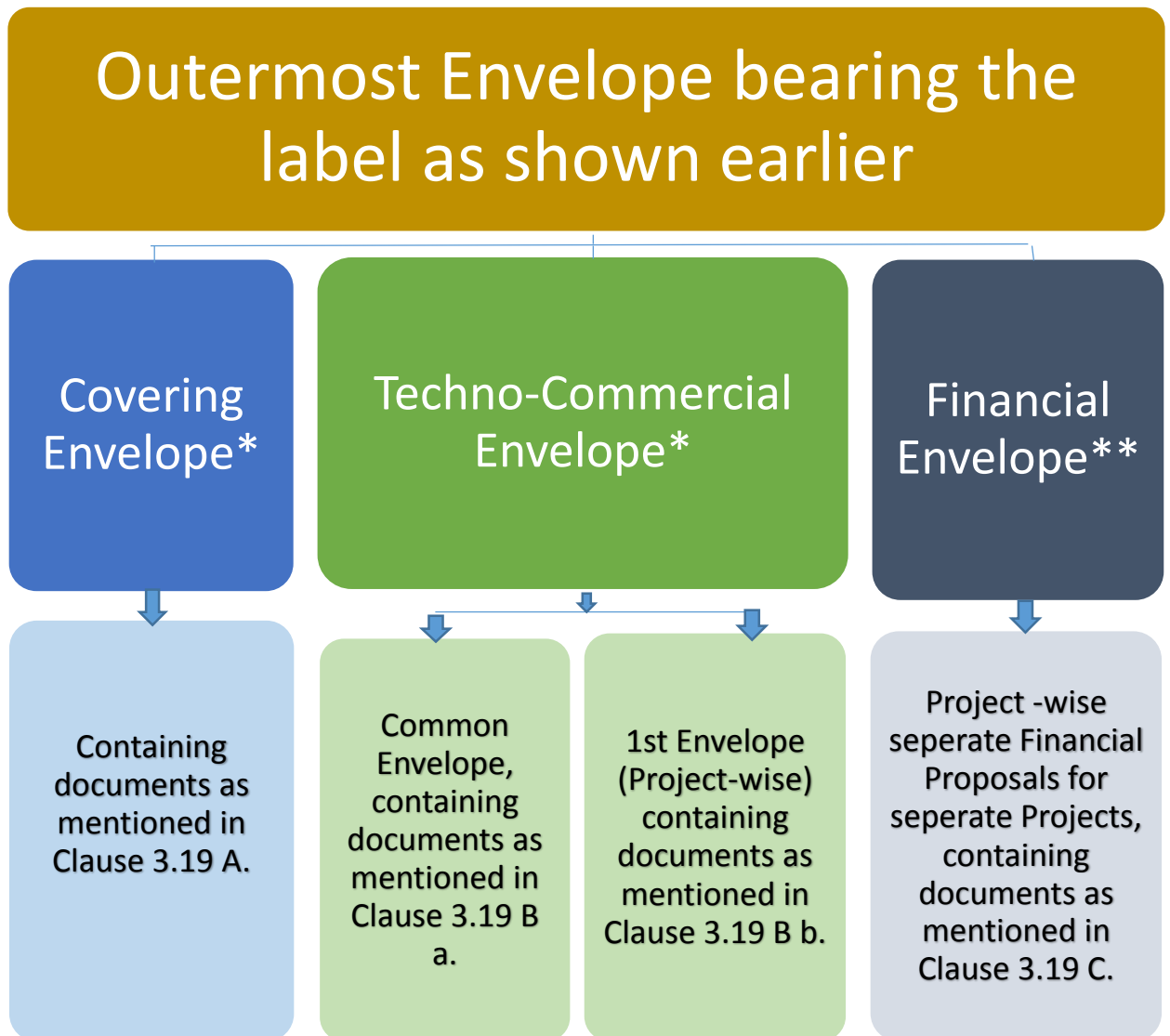
<b>Response to RfS for Selection of 750 MW Grid Connected Solar PV Projects under JNNSM Phase-II: Batch-I</b>	
<b><i>Cumulative Capacity of the projects applied for</i></b>	_____ MW
<b><i>Category of the Projects</i></b>	PART-A / PART-B/ BOTH CATEGORIES
<b><i>No. of Projects submitted</i></b>	
<b><i>RfS Reference No.</i></b>	
<b><i>Last Date of Submission</i></b>	

<b><i>Date and Time of Opening of Techno-Commercial Bids</i></b>	
<b><i>Project Submitted by</i></b>	<i>(Enter Full name and address of the Bidder)</i>
<b><i>Authorized Signatory</i></b>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<b><i>Bid Submitted to</i></b>	<i>AGM (Contracts)</i> <i>SOLAR ENERGY CORPORATION OF INDIA,</i> <i>4<sup>th</sup> Floor, Tower-1, NBCC Plaza,</i> <i>Sector-V, Pushp Vihar, Saket,</i> <i>New Delhi-110017</i> <i>Tel: 011-71989251/71989200</i> <i>Email: <a href="mailto:contracts@seci.gov.in">contracts@seci.gov.in</a></i>

**Important Notes:**

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- (iii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.**
- (iv) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

**Illustration for Structuring of Bids:**



**IMPORTANT:**

\* The bidder shall not indicate VGF requirement in any part of Techno-Commercial bid or the Covering Envelope.

\*\* The Financial Envelope should **NOT** contain soft-copy of the Financial Bid.



**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)**

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

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

**New Delhi- 110017**

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

Dear Sir,

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

Project No.	Capacity (MW)	Location of Project	All formats along with relevant documents for each Projects are enclosed in the following Envelopes	Whether the benefit of Accelerated Depreciation will be availed for the Project (Yes/ No)	** Order of Preference (Projects to be ranked from 1-10, including both categories, with '1' being the highest preference)
<b>PART-A</b>					
01			Envelope E1		
02			Envelope E2		
03			Envelope E3		
04			Envelope E4		
05			Envelope E5		
<b>PART-B</b>					
06			Envelope E6		
07			Envelope E7		
08			Envelope E8		
09			Envelope E9		
10			Envelope E10		

**\*\* Order of preference of Projects is applicable only in case a Bidder submits proposals for more than 5 Projects and/or the cumulative capacity proposed by the Bidder is more than 100 MW. Ranking of projects shall be carried out in line with Clause 3.6.3.**

Note: - Delete the rows as applicable, and number the Projects and envelopes accordingly. 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 along with the amendments and clarifications issued by SECI, 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 capacity proposed*].

4. We hereby declare that in the event 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 our Project happens to be the last Project selected in any of the categories and SECI offers a capacity which is less than our quoted capacity due to overall bid capacity limit in each category, we shall accept such offered capacity. / we shall not accept such offered capacity. (**strike out whichever not applicable**)
7. We have quoted for a cumulative capacity of ----- MW which is exceeding 100 MW whereas our maximum eligibility for allocation shall be limited to 100 MW. During the Project allocation process, in case our Projects are found eligible for allocation for a cumulative capacity of more than 100 MW, we shall accept the part capacity if offered by SECI against our last Project under consideration to restrict our allocation to 100 MW. (**strike out this clause if not applicable**)
8. 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 (**strike out whichever not 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.
9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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 one hundred eighty (180) days from the last date of submission of response to RfS).

15. 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 : .....; Alternate Email-address:.....

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

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

Thanking you,

Yours faithfully,

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

(a))

**FORMAT-6.2**

**FORMAT FOR POWER OF ATTORNEY**

**(To be provided by each of the other members of the Consortium in favor of the Lead Member)**

**POWER OF ATTORNEY**

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

-----

(Signature of person authorized by the board)

(Name  
Designation  
Place:  
Date:)  
Accepted

-----

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

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----

**Note:** - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

**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/Projects **under PART- A/ PART-B/ Both PARTS A & B [Select any one]** of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] 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, limited upto a cumulative capacity of 100 MW] 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 of validity in accordance with Clause 3.10 of this RfS].

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]. 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-6.4

### FORMAT FOR BOARD RESOLUTIONS

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

- 1. RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS under **PART-A / PART-B / Both PARTS A & B [Select any one]** vide RfS No. \_\_\_\_\_ for 'Selection of 750 MW Grid Connected Solar Photo Voltaic Projects' in the country of India, including signing and submission of all documents and providing information / response to RfS to Solar Energy Corporation of India (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

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

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards

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

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

**Certified true copy**

-----

**(Signature, Name and stamp of Company Secretary / Director)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

**FORMAT- 6.5**

**FORMAT FOR CONSORTIUM AGREEMENT**

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

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

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

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

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead

Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n.

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

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

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

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [ ----- ] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.
15. This Agreement
  - (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - (c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS, PPA and VGF securitization agreement..

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

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

-----

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

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

**FORMAT- 6.6**

**FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH**

**[on the letter head of Bidder]**

To,

**[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 under Part-A/ Part-B/ Both Parts A & B (mention whichever applicable)**

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

**Audited annual accounts for the financial year 2009-10/2010-11/ 2011-12/2012-13**  
(select whichever applicable)

**Or**

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS)**

***(strike out whichever not applicable)***

This Net Worth has been calculated in accordance with instructions provided in Clause 3.7 B of the RfS.

**Exhibit (i): Applicable in case of Bidding Company**

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

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

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

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

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

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

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

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

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

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

**(Signature & Name of the 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 are to be enclosed in support thereof for confirmation of balance in cash & bank.
  - (iii) In case the Bidder is meeting the Net Worth criteria based on the day not more than seven days prior to last date of submission of the RfS, in such cases, bank statement of the Bidder shall also be enclosed in support thereof.



**FORMAT- 6.8**

**Format for Disclosure**

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

(to be submitted separately for each Project)

**Disclosure**

1. We hereby declare and confirm as under:-

- i. That only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ **under PART- A/ PART-B/ Both PARTS A & B [Select any one]** and that our Parent, Affiliate or Ultimate Parent-or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process

OR

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

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

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

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

**FORMAT-6.10**

**Format for Technical Criteria**

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

(to be submitted separately for each Project)

To,

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

**Dear Sir,**

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

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

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

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

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

**FORMAT - 6.11**

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

(to be submitted separately for each Project)

<b>1</b>	<b>Name of Bidding Company / Lead Member of Bidding Consortium</b>	
<b>2</b>	<b>Name of the Technology partner (if any)</b>	
<b>3</b>	<b>Project Location</b>	
<b>4</b>	<b>Capacity proposed</b>	..... MW
<b>5</b>	<b>Category of the Project</b>	<b>PART-A / PART-B</b>
<b>6</b>	<b>Technology proposed to be adopted for the Project</b>	
<b>7</b>	<b>Estimated Capacity Utilization Factor</b>	%
<b>8</b>	<b>Estimated Annual Generation of Electrical Energy</b>	kWh
<b>9</b>	<b>Brief about the proposed Technology</b>	
	<b>Crystalline Silicon Solar Cells and Modules</b>	
	<b>Concentrator PV Modules</b>	
	<b>Thin Film Modules</b>	
	<b>Any Other Technology</b>	

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

**Signature of the Authorized Signatory**

**Name of the Authorized Signatory**

**FORMAT- 6.12 (A)**

**FINANCIAL PROPOSAL**

(to be submitted separately for each Project)

**Covering Letter**

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

[Date and Reference]

To,

Additional General Manager (Contracts)

Solar Energy Corporation of India,

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

Sector-V, Pushp Vihar, Saket,

New Delhi-110017

Tel./Fax No.:.....

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

Dear Sir,

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

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

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

**FORMAT- 6.12(B)**

**Financial Proposal**

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

Project No.	Project Location	Project capacity (MW)	Project Category (PART-A/ PART-B) (Select any one)	Estimated Project Cost		VGF Sought from SECI		**Order of Preference (Projects to be ranked from 1-10, with '1' being the highest preference)
				(INR/MW)* (in figures)	(INR/MW) (in words)	(INR /MW) (in figures)	(INR /MW) (in words)	
Project-01								

**\*\* Order of Preference of Projects is applicable only in case a Bidder submits proposals for more than 5 Projects and/or the cumulative capacity proposed by the Bidder is more than 100 MW. Ranking of projects shall be carried out in line with Clause 3.6.3.**

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

**Note:**

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

Authorized Signature:

Name:

Designation:

Name & Address of the Firm/Consortium