

**Southern Power Distribution Company
of Telangana Limited
(TSSPDCL)
&
Northern Power Distribution Company
Limited of Telangana
(TSNPDCL)**

Request for Selection (RfS) document for selection of
Solar PV developers in the State of Telangana for
procuring 500 MW through tariff based competitive
bidding process

RfS (Bid) No. TSSPDCL/02/LTSP/2014

**Issued by
Southern Power Distribution Company of
Telangana Limited (TSSPDCL)
Hyderabad, Telangana
Email: seipc@tssouthernpower.com
Telephone 040- 23431008, 23431453
Date of Issue: 27-08-2014, 23:00 Hrs
Bid Deadline 26-09-2014, 13:00 Hrs**

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DISCLAIMER

1. The RfS document is not transferable.
2. Though adequate care has been taken in preparation of this document, the Bidder shall satisfy himself that the document is complete in all respects. Any discrepancy noticed in the document shall be intimated to this office immediately. If no intimation is received from any Bidder within fifteen days from the date of issue of the RfS document, it would be construed that RfS document is complete in all respects and is up to the satisfaction of the Bidder.
3. Southern Power Distribution Company of Telangana Limited (“TSSPDCL”) reserves the right to modify, amend or supplement or cancel this RfS document, without any prior notice or without assigning any reason.
4. While the RfS has been prepared in good faith, TSSPDCL shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of information in the RfS document, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this RfS document, even if any loss or damage is caused by any act or omission on their part.

Authorised Person: Chief General Manager (Commercial & RAC)

Address: 6-1-50,
Corporate Office,
Mint Compound, Hyderabad-500 063.

Tel: +91-40-23431008, 23431453

Fax: +91-40-23431395

Email: seipc@tssouthernpower.com

Place: Hyderabad

Date: 27/08/2014

Information pertaining to Bid submission via eProcurement platform

1. Issue of RfS

The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RfS. All those interested in obtaining the RfS may download the RfS from <https://tender.eprocurement.gov.in>. Please visit <https://tender.eprocurement.gov.in> for details regarding online submission of the RfS.

Bidders are required to procure a Digital Signature Certificate from any Certifying Authorities (CA) in India from the list mentioned in the below URL:

<https://tender.eprocurement.gov.in/DigitalCertificate/signature.html>

The Digital Signature Certificate is mandatory for participation in eProcurement. The Bids can be submitted only upon logging-in with the Digital Signature Certificate in the eProcurement portal.

The bidder would be required to register on the eProcurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their Bids online. Offline Bids shall not be entertained by the Authorised Representative for the tenders published in the eProcurement platform.

The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the standard formats displayed in eProcurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical bids and other certificate/documents in the eProcurement web site. The Bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

2. Receipt and Opening of Bid:

Bid must be submitted at the website mentioned in the RfS on or before 26 September 2014 (Bid Deadline) 13:00 hours (IST). If it is a public holiday on 26 September 2014, the submission and the receipt of the Bid shall be on the next working day. The Technical Bid and the Financial Bid shall be opened as per the time schedule given in Clause 3.2 of the RfS.

3. Payment Of Transaction Fee:

The Bidders are required to pay a Non-refundable Transaction fee of INR 25,000 to MD, APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. A service tax of 12.36% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to MD, APTS shall be applicable.

4. Corpus Fund:

The User Department/Authorised Representative shall collect INR 25,000/- (Rupees twenty five thousand only) from successful bidders on eProcurement platform before entering into agreement / issue of LOI, towards eProcurement fund in favor of MD, APTS upon declaration of the Successful Bidder(s) as per the provisions of the RfS, the Authorised Representative shall collect this amount from the Successful Bidders(s) and transfer the same to MD APTS.

5. Nodal Person for enquiries and clarifications

All correspondence, clarifications in respect of the RfS and submission of the Bid shall be addressed to:

Designation:	Chief General Manager (Commercial & RAC)
Address:	6-1-50, Corporate Office, Mint Compound, Hyderabad-500 063.
Telephone:	+91-40-23431008, 23431453
E-mail id:	seipc@tssouthernpower.com

6. All capitalized words and expressions used in this notification but not defined herein shall have the same meaning as ascribed to them in the RFS.

Sl.No	Description	
1	Authorised representative	TSSPDCL on behalf of TSSPDCL and TSNPDCL
2	Authorised Person and Office address	Chief General Manager (Commercial) 6-1-50, Corporate Office, Mint Compound, Hyderabad-500 063.
3	Tender Number	TSSPDCL/02/LTSP/2014
4	Tender Subject	Request for Selection (RfS) document for selection of Solar PV developers in the State of Telangana for procuring 500 MW through tariff based competitive bidding process. Please refer to Clause 3.4.1 for detailed scope
5	Tender Type	Open tender
6	Tender Category	Tariff based competitive bidding power procurement from solar power developers
7	Definitions and Interpretations	For the purpose of eProcurement, the following definitions shall apply <ul style="list-style-type: none"> • Tender Inviting Authority shall mean the same as Authorised Representative as per the Definitions in this RfS • Tender Documents shall mean the same as the RfS Documents as per the Definitions in this RfS • “Commercial Bid” or “Price Bid” shall mean the same as the Financial Bid as per the Definitions in this RfS • “PQ Bid” shall mean Bid Processing Fee and EMD as per Clause 3.1.2 and 3.7.1 of the RfS respectively • “Technical Bid” shall mean the same as “Technical bid” as per the terms of the RfS • Bidders shall also upload a checklist of all documents enclosed under Technical Bid and Financial Bid and the file name corresponding to each document/format as required under the RfS. This shall be the “PQ Template” or “Technical Template” and this checklist shall be a part of the Technical Bid

		<ul style="list-style-type: none"> “EMD/Bid Security” shall mean the same as the EMD as per the provisions of this RfS
8	Bid Bond / Bid Security/ EMD	<p>As specified in Clause 3.7.1 of the RfS as per the prescribed Format 6.3A</p> <p>It should be noted Bid Bond of INR 1,50,00,000 (One Crore Fifty Lakhs) displayed on the NIT screen of the eProcurement Website is not relevant to this procurement process.</p> <p>The actual EMD to be submitted by the Bidder shall be as per Clause 3.7.1 of this RfS</p>
9	Bid Bond/Bid Security/EMD Payable to	Please refer Clause 3.10.5 of this RfS
10.1	Transaction Fee	<u>Transaction fee:</u> All the participating bidders who submit the bids have to pay an amount of INR 25,000 & service tax applicable as levied by Govt. of India on transaction fee through online in favor MD, APTS. The amount payable to MD, APTS is non-refundable.
10.2	Corpus Fund	<u>Corpus Fund:</u> Successful bidder has to pay an amount of INR 25,000 & service tax applicable as levied by Govt. of India on the above value, through demand draft in favor of MD, APTS Hyderabad towards corpus fund at the time of concluding agreement/signing of the Letter of Intent as per the provisions of this RFS
11	Transaction Fee and Corpus Fund Payable to	MD, APTS, Hyderabad, through online payment only.
12	Bid Document Download Start Date	28-08-2014, 11:00 Hrs
13	Pre-bid meeting	05-09-2014, 11:00 Hrs
14	Bid Document Download End Date	26-09-2014, 12:00 Hrs
15	Bid submission closing date	26-09-2014, 13:00 Hrs
16	Prequalification bid opening	26-09-2014, 15:00 Hrs
17	Technical Bid Opening	27-09-2014, 15:00 Hrs
18	Financial Bid Opening	07-10-2014, 15:00 Hrs
19	Place of Tender Opening	Hyderabad
20	Officer Inviting Bids/ Contact Person	CGM (Commercial & RAC)
21	Address/E-mail id	seipc@tssouthernpower.com
22	Contact Details/Telephone, Fax	Telephone: +91-40-23431008, 23431453 Fax - +91-40-23431395

23	Procedure for Bid Submission	<p>The Bidder shall submit his response to the tender on eProcurement platform at https://tender.eprocurement.gov.in by following the procedure given below.</p> <p>The Bidder would be required to register on the e-procurement market place https://tender.eprocurement.gov.in and submit their Bids online. Offline Bids shall not be entertained by the Tender Inviting Authority.</p> <p>The Bidders shall submit their eligibility and qualification details, Bid Processing Fee and EMD (Prequalification), Technical Bid, Financial Bid etc., in the online standard formats displayed in eProcurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical Bid/Bid Processing Fee/EMD and other certificate/documents in the eProcurement web site. The Bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents specific to the RfS after uploading the same during the Bid submission as per the RfS and Bid Documents.</p> <p>1. Registration with eProcurement platform: For registration and online Bid submission Bidders may contact HELP DESK of Vayam Technologies Limited</p> <p>M/s Vayam Technologies Ltd., Plot No.107, 1st Floor, Lumbini Enclave, Near Hotel Urvasi, Opp. NIMS, Panjagutta, Hyderabad</p> <p>https://tender.eprocurement.gov.in.</p> <p>2. Digital Certificate authentication: The Bidder shall authenticate the bid with his Digital Certificate for submitting the Bid electronically on eProcurement platform. The Bids not authenticated by Digital Certificate of the Bidder will not be accepted.</p> <p>For obtaining Digital Signature Certificate, you may please Contact:</p> <p>Andhra Pradesh Technology Services Limited BRKR Bhavan, B-Block Tankbund Road, Hyderabad-500022 Phone: +91-40-23220305 Fax: +91-40-23228057</p> <p>(OR)</p> <p>Any other Registration Authority in India. The city-wise</p>
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		<p>list of RAs is available by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website "https://www.tcs-ca.tcs.co.in/mca21/index.jsp"</p> <p>3. Hard copies:</p> <p>i) Bidders shall submit hard copies of the Bid Processing Fee as per Clause 3.1.2 and EMD as per Clause 3.7.1 to the address mentioned in the respective clauses of this RfS. Bidders shall also upload scanned copies of these documents (DD/PO towards Bid Processing Fee and EMD) as a part of the PQ Bid on the eProcurement platform</p> <p>ii) All the Bidders shall invariably upload the scanned copies of DD/BG/PO in eProcurement system and this will be one of the key requirements to consider the bid responsive.</p> <p>iii) The Authorised Representative will notify the Successful Bidder for submission of original hardcopies of all the uploaded documents i.e. towards Technical Bid and Financial Bid prior to signing of the Letter of Intent (LOI)</p> <p>iv) The Successful Bidder shall furnish the original Certificates/Documents of the uploaded scanned copies to the Authorised Representative before signing the LOI, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful Bidder. The Authorised Representative will not take any responsibility for any delay in receipt/non-receipt of original, Certificates/Documents from the successful Bidder beyond the stipulated time. On receipt of documents, the department shall ensure the genuineness of certificates/documents uploaded by the Bidder in eProcurement system, in support of the qualification criteria before concluding the agreement.</p> <p>4. Deactivation of Bidders</p> <p>If any successful Bidder fails to submit the original hard copies of uploaded certificates/documents, within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the Bidder, as the successful Bidder will be barred from participating in the tenders on eProcurement platform for a period of 3 years. The eProcurement system would deactivate the user ID of such defaulting Bidder based on the trigger/recommendation by the Authorised Representative in the system. Besides this, the Authorised Representative shall invoke all processes of law including criminal prosecution of such defaulting Bidder as an act of extreme deterrence to avoid delays in the Bid Process for execution of the development schemes taken up by the</p>
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		<p>government. Other conditions as per the RfS are applicable.</p> <p>The Bidder is requested to get a confirmed acknowledgement from the Authorised Representative as a proof of submission of Original Hardcopies.</p> <p>5. Payment Of Transaction Fee: It is mandatory for all the participant Bidders to electronically pay a Non-refundable Transaction fee of INR 25,000 to MD APTS., the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. A service tax of 12.36% + Bank Charges for Credit Card Transaction of 2.09%(inclusive of service tax) on the transaction amount payable to MD APTS shall be applicable.</p> <p>6. Corpus Fund: User departments (Tender Inviting Authority/Authorised Representative) shall collect INR.25,000/- (Rupees twenty five thousand only) from successful bidders on eProcurement platform before entering into agreement / issue of LOI, towards eProcurement fund in favor of Managing Director, APTS. Hence upon declaration of the Successful Bidder(s) as per the provisions of the RfS, the Authorised Representative shall collect this amount from all the Successful Bidders(s) and transfer it to Managing Director, APTS.</p> <p>7. RfS Document: The Bidder is requested to download the RfS document and read all the terms and conditions mentioned in the RfS Document and seek clarification if any from the Authorised Representative. Any offline Bid submission clause in this RfS could be neglected.</p> <p>The Bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Authorised Representative on time-to- time basis in the E-Procurement platform. The Authorised Representative inviting Bids shall not be responsible for any claims/problems arising out of this.</p> <p>8. Bid Submission Acknowledgement: The Bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique Bid submission number after completing all the prescribed steps and processes by the Bidder. Users/Bidders may also note that the Bids for which an acknowledgement is not generated by the eProcurement system are treated as invalid or not saved in</p>
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		the system. Such invalid Bids will not be made available to the Authorised Representative for processing the Bids. The Authorised Representative is not responsible for incomplete Bid submission by the Bidders.
24	Rights reserved with the Department	Authorised Representative reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore.
25	General Terms and Conditions	As per the Bid Documents.
26.	Other information	Bidders shall contact Vayam technologies for all queries related to bid submission on the eProcurement platform
27	EProcurement Conditions to be followed, by the suppliers in filling the price form.	<p>The following declarations have to be submitted by the Bidders:</p> <p>1: We, the undersigned, examined the Conditions of Contract, Specification, Special Conditions of Contract, Basic Parameters of the proposed Scheme and subsequent Addendums/Corrigendum for the above mentioned works. We have examined, understood and checked these documents and have ascertained that there is no ambiguity in the Procurer’s requirements. We accordingly offer to complete the work in conformity with such documents for the price as given in the Financial Bid submitted and attached at the commercial stage</p> <p>2: Note: Financial Bid attached at commercial stage will be considered for commercial evaluation.</p> <p>3: As per the conditions in the folder management, we have extracted the file uploaded and verified the contents of the Zipped files to avoid disqualifications</p> <p>4: We have also read the Note in the folder management; the documents attached to the commercial bid stage will be encrypted and stored. Documents uploaded in Common folder and attached to the technical bid stage shall not be encrypted.</p>
28	Uploading	<ol style="list-style-type: none"> 1. Financial Bid shall be uploaded at the commercial stage available on the eProcurement platform which has an encryption facility 2. The Bidder SHALL AVOID zipping two versions of the same Financial Bid into a single folder. The Authorised Representative will only open the file specified in the “PQ Template” or “Technical Template” 3. In case the Authorised Representative finds multiple versions of the same Financial Bid in a single zip folder, such Bids are liable for rejection by the Authorised Representative

1 Introduction and Background

1.1 Introduction

- 1.1.1 The DISCOMs i.e. Southern Power Distribution Company of Telangana Limited (“TSSPDCL”) and Northern Power Distribution Company of Telangana Limited (“TSNPDCL”) intend to procure 500 MW of solar power through competitive bidding route. TSSPDCL will be the “Authorised Representative” of the DISCOMs for implementation of “Grid Connected Solar PV Projects in Telangana”.
- 1.1.2 Southern Power Distribution Company of Telangana Limited (“TSSPDCL”), the Authorised Representative wishes to invite proposals for setting up of grid connected Solar PV Projects in Telangana on “Build Own Operate” basis for an aggregate capacity of 500 MW. Bidders selected based on this RfS shall sign PPA with the DISCOMs in line with terms and conditions of this RfS and the PPA.
- 1.1.3 Southern Power Distribution Company of Telangana Limited (“TSSPDCL”) incorporated under the Companies Act, 1956 is a distribution utility of Telangana that has been granted license by SERC for carrying on the business of Distribution and Retail Supply of electrical energy within the Area of Supply and with the powers as per terms of the license.
- 1.1.4 The DISCOMs shall enter into Power Purchase Agreement (PPA) for purchase of solar power, with the Successful Bidders selected based on this RfS, for a period of 25 years as per the terms, conditions and provisions of the RfS.
- 1.1.5 The bidding process shall be carried out for interconnection substations in 9 “Districts”, which are enlisted in Annexure-D. The evaluation of Bids shall be done separately as per the provisions of the Section 4 of this RfS.
- 1.1.6 The Projects to be selected will be for aggregate capacity of 500 MW, provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film or CPV, with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects

1.2 Background

- 1.2.1 Telangana has more than 300 sunshine days with average solar insolation of more than 5.0 kWh/m². Given the short gestation period, solar power is ideally suited to meet the growing power requirements of the state and meet the clean energy considerations. Also, the geography of Telangana is ideal for setting up solar power considering the geographical homogeneity and also high agricultural consumption which can be served through solar power.

- 1.2.2 The Authorised Representative proposes implementation of 500 MW of Solar PV projects in the state of Telangana through distributed generation at the identified interconnection substations.

- 1.2.3 The main objective of this RfS is to evacuate the solar power at any of the Interconnection Substations notified in the Annexure–D, within the capacity limitation of each Interconnection Substation for easy and immediate evacuation of the solar power.

2 Definitions

Any capitalized term, used but not defined in this RfS, shall have the meaning ascribed to such term in the PPA. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the Appropriate Commission (Terms and Conditions of Tariff Regulations, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.)

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

“Aggregate Offered Capacity” shall be sum total of all Offered Capacities of a Bidder through its Parent, Affiliate or Ultimate Parent or any Group Company

“Affiliate” shall mean a Company that, directly or indirectly,

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

“Allocated Capacity” shall mean the total capacity finalized between the Authorised Representative and the Successful Bidder

“Appropriate Commission” shall mean the CERC, or the SERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;

“Authorised Representative” shall mean the body corporate authorised by the Telangana DISCOM(s) i.e. Southern Power Distribution Company of Telangana Limited (TSSPDCL) to carry out the bidding process for the selection of the Successful Bidder(s) on their behalf as defined in Clause 1.1.2 of this RfS.

“Available Capacity” shall have the same meaning as per Clause 3.4.2 of this RfS

“Bid” shall mean the Technical Bid submitted by the Bidder as per the Clause 3.11.1 (B) and Financial Bid submitted by the Bidder as per the Clause 3.6 of this RfS, in response to this RfS, in accordance with the terms and conditions thereof

“Bid Processing Fee” shall have the same meaning as per Clause 3.1.2 of this RfS

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

“Bidding Company” shall refer to such single Company that has submitted the response in accordance with the provisions of this RfS;

“Bidding Consortium” or “Consortium” shall refer to a group of Companies that have collectively submitted the Bid in response to this RfS in accordance with the provisions of this RfS;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RfS as specified in Clause 3.2 of the RfS

“Bid Parameter” shall have the same meaning as provided in Clause 3.6.4 of this RFS

“Bid Validity” shall have the same meaning as provided in section 3.13 of this RfS

“Capacity Utilization Factor (CUF)” shall mean ratio of total KWh (units) of power generated by Solar Plant in a year and Contracted capacity in kW multiplied with number of hours in the same Year or the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time

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

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Commercial Operation Date or Date of Commercial Operations (COD)” shall mean the date on which the Project is declared by the Solar Power Developer to be operational (which means the Project is able to inject Contracted Capacity to Grid), provided that the Solar Power Developer shall not declare a generating unit to be operational until such generating unit has met suitable conditions as per the PPA.

“Contracted capacity” shall have the same meaning as assigned to in the PPA;

“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;

“DISCOM” shall mean power Distribution Company of Telangana. In this RfS, DISCOMs shall refer to Southern Power Distribution Company of Telangana Limited (TSSPDCL) and Northern Power Distribution Company of Telangana Limited (TSNPDCL);

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

“Financial Bid” shall mean the documents and formats as specified in Clause 3.11.1 (C) of the RfS

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan;

“Group Company” of a Company means (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise. However, above mentioned provisions are not applicable in case of Public Sector Undertakings/Enterprises;

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

“Inter-connection Point / Injection Point” shall mean the point at 220 kV bus or 132 kV bus of 220/132 kV substation 132 kV bus or 33 kV bus of 132/33kV substation or 33 kV bus of 33/11 kV substation where the power from the solar power Project is injected into the state transmission/distribution system.

Metering shall be done at this interconnection point where the power is injected into the state transmission/distribution system, i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the Appropriate Commission Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

“Interconnection Substation” shall mean the Interconnection Substation finalized between the Selected Bidder and the Authorised Representative for connecting the Solar Power Project to the state transmission/distribution system, pursuant to the evaluation process specified in this RfS

“Lead Member of the Bidding Consortium” or “Lead Member” 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;

“Letter of Intent” or “LoI” shall mean the letter issued by the Authorised Representative to the Successful Bidder for award of the Project;

“List of Preferred Interconnection Substations” shall have the same meaning as assigned to in Clause 3.6 of the RfS

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

“Offered Capacity” shall mean the capacity offered by the Bidder in its Financial Bid. Each Financial Bid shall correspond to a single Offered Capacity and the Bidder shall submit separate Financial Bids for separate Offered Capacities

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

“MW” shall mean MegaWatts

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

“Performance Bank Guarantee (PBG)” shall mean the Bank Guarantee (PBG) furnished by the SPD to DISCOM, to assure timely and satisfactory completion of a Project by the SPD as described in the RfS.

“PPA” shall mean the Power Purchase Agreement signed between the successful SPD and DISCOM according to the terms and conditions of the PPA enclosed with this RfS;

“Power Project” or “Project” shall mean the solar power generation facility injecting solar power into the grid at Inter-connection Point. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to DISCOM(s) as per terms of the PPA;

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

“Quoted Tariff” shall mean

- 1) In case the Bidder has opted for Tariff Option -1 as specified in Financial Bid Format 6.10 (B), the tariff quoted by the Bidder which shall be applicable for entire term of the PPA
- 2) In case the Bidder has opted for Tariff Option – 2 as specified in Financial Bid Format 6.10 (B), the Quoted Tariff specified by the Bidder for the first Tariff Year.

Under Tariff Option -2 the Bidder shall quote Escalation percentage (Esc %) to be applied on Quoted Tariff for determining the Tariff from Tariff Year 2 till Tariff Year 10. Tariff for Tariff Year 11 till Tariff Year 25 shall be the same as Tariff for Tariff Year 10

“Qualified Bidder” shall mean the Bidder (s) who, after evaluation of their Technical Bid(s) as per Clause 4.1.1 of the RfS, stand qualified for opening and evaluation of their Financial Bid(s);

“RfS document” shall mean the bidding document issued by Authorised Representative including the PPA and all attachments vide RfS no. **TSSPDCL/02/LTSP/2014** dated 27 August 2014 for ‘Selection of Grid Connected Solar Photo Voltaic Projects’ in the Telangana state and shall include any modifications, amendments, alterations or clarifications thereto.

“Scheduled Commercial Operation Date (SCOD) or Scheduled date of Commercial Operations” shall mean the date of respective Unit(s) of the Power Project where upon the SPD is required to start injecting power from the Power Project to the Delivery Point i.e. ten (10) months from the Effective Date;

“SERC” shall mean the State Electricity Regulatory Commission of the state constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

“STU” or “State Transmission Utility” shall mean Transmission Corporation of Telangana Limited (TSTRANSCO)

“Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

“Solar PV Project” shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

“Solar Power Developer” (SPD) shall mean the Bidder who has been based on this RfS issued by Authorised Representative for execution of SPV Projects;

“Tariff Year” shall mean the each period of 12 months commencing from the COD. The last Tariff Year shall end on the date of expiry or termination of this Agreement as applicable

“Technical Bid” shall mean the documents and formats as specified in Clause 3.11.1 (B) of the RfS

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

“Ultimate Parent” shall mean a Company, which owns at least more than fifty percent (50%) equity either directly or indirectly in the Parent and Affiliates;

3 Bid information and instructions to Bidders

3.1 Obtaining RfS document & Bid Processing Fees

- 3.1.1 All those interested in the RfS can download the RfS from the website <https://tender.eprocurement.gov.in>. All information related to submission of response to this RfS and the Bid shall be available at the aforementioned website
- 3.1.2 Prospective Bidders interested in participating in the bidding process are required to submit their Bids in response to this RfS document along with a non- refundable Bid Processing Fee of Rupees One Lakh (INR 1,00,000 /- only) for each Bid
- 3.1.3 Bidders shall provide the above non-refundable Bid Processing Fee in the form of DD / Pay Order payable in favour of “Pay officer, TSSPDCL” or through RTGS to Account No. 52086558583, IFSC code: SBHY0020072. A Bidding Company / Consortium will be eligible to participate in the bidding process only upon submission of Bid Processing Fee at the following address of the Authorised Representative as per the timelines specified in Clause 3.2 of the RfS

**Chief General Manager/ Commercial & RAC,
TSSPDCL, 6-1-50, Corporate Office, Mint
Compound, Hyderabad, 500063**

- 3.1.4 Notwithstanding anything to the contrary contained in this RfS, the Authorised Representative shall open the Technical Bid of the Bidder, only upon receipt of the above non-refundable Bid Processing Fee on or before the Bid Deadline.

3.2 Timelines for bidding process

The Bidders shall submit their Bids based on the conditions specified in this RfS document. The last date for submission of Bids i.e. Bid Deadline is given in the table below. No Bids shall be accepted beyond the Bid Deadline.

S. No.	Event	Schedule
1	Date of issue of RfS and PPA	27-08-2014, 23:00 Hrs
2	Bid Document Download Start Date	28-08-2014, 11:00 Hrs
2	Pre-Bid meeting	05-09-2014, 11:00 Hrs
3	Revision of RfS and PPA and issue of revised	11-09-2014, 15:00 Hrs

S. No.	Event	Schedule
	RfS and PPA if any	
4	Bid document download end date	26-09-2014, 12:00 Hrs
5	Bid Deadline i.e. Last Date and Time for submission of Bids	26-09-2014, 13:00 Hrs
7	Opening of Prequalification Bid	26-09-2014, 15:00 Hrs
8	Submission of hard copies of EMD and Bid Processing Fee	27-09-2014, 13:00 Hrs
9	Opening of Technical Bids	27-09-2014, 15:00 Hrs
11	Opening of Financial Bids	07-10-2014, 15:00 Hrs
12	Notification of Successful Bidders	17-10-2014
13	Issue of LoI to Successful Bidders	24-10-2014
14	Signing of PPA	23-11-2014

The Authorised Representative reserves the right to change the above Bid process timelines. However the Authorised Representative shall notify prospective Bidders through email/notification on website/eProcurement platform regarding changes to the above timelines

3.3 Bid capacity allowed for a Bidder

3.3.1 The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company may submit Bids for any number of projects. Provisions of Clause 3.12.2 of RfS shall apply for submission of multiple Bids by the Bidder. The Bidders shall take note of Available Capacity at Interconnection Substations while submitting Bids.

3.4 Project Scope and Technology Selection

Selection of Solar PV Projects for capacity up to 500 MW (approximate) is expected through this RfS. However there is a cap on the maximum capacity that can be developed which is based on the Available Capacity at each Interconnection Substation as provided in Annexure-D. Notwithstanding anything to the contrary contained herein, the Authorised Representative, in its own discretion, has the right to reduce or increase the 500 MW capacity that is expected through this RfS.

The SPD shall set up Solar PV Project(s) including the transmission network up to the Interconnection Point in line with Clause 3.4.1, at its own cost and in accordance to the provisions of this RfS document. The SPD/Successful Bidder shall be solely responsible for obtaining all permits and clearances required for setting up of the Project including those required from State Government and local bodies. The Projects to be selected under this RfS shall deploy PV Technology only. However, the selection of Projects would be technology

agnostic within PV technology and Crystalline silicon or Thin film or CPV, with or without Trackers can be installed.

3.4.1 Scope of Project

Notwithstanding anything to the contrary contained in this RFS, the detailed terms specified in the draft PPA shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder this RFS shall continue to have effect in addition to its obligations under the PPA

S.No.	Scope	Details
1	Contract Period (in years)	25 years from the COD of the Project
2	Required Capacity	500 MW. The Authorised Representative reserves the right to increase or reduce the required capacity by any quantum without assigning reasons whatsoever
3	Maximum Bid capacity (MW)	As stated in Clause 3.3.1 of this RfS
4	Scheduled Commercial Operation Date (SCOD)	Within Ten (10) months from signing of the PPA
5	Interconnection Point	Bidders shall submit their Quoted Tariff at the Interconnection Point and specify the same in the Financial Bid as per Format 6.10 B of this RfS;
6	Arranging Transmission Access	<ul style="list-style-type: none"> i. The SPD shall be wholly responsible for arranging transmission access from the station switchyard of the Project up to the Interconnection Point ii. The Project should be designed for interconnection with the distribution/ transmission network of DISCOM or Telangana TRANSCO at voltage level of 33 kV and 132 kV or 220 kV. iii. The responsibility of obtaining connectivity with the distribution/ transmission system will lie with the SPD. Transmission of power to the point of interconnection at substation of DISCOM/Telangana TRANSCO where the metering is done shall be the responsibility of the SPD at its own cost. The installation of equipment for metering will be the responsibility of the SPD as per Central Electricity Authority (CEA) norms. iv. The interconnection line from Project switchyard to the Location has to be constructed

S.No.	Scope	Details
		<p>and maintained by the SPD at his cost. The entire cost of transmission including cost of procurement of land for bay (if any), construction of lines, metering equipment, losses, supervision charges etc., from the Project up to the Interconnection Point shall be borne by the SPD and shall not be reimbursed by licensees. Right of way (RoW) for laying of the interconnection lines shall lie with the SPD.</p> <p>v. The measurement, billing and accounting of energy delivered by the Solar Project at the Interconnection Point will be maintained by the Telangana TRANSCO/ DISCOM.</p>
7	Tariff Payment	<p>The SPD shall be entitled to receive the tariff payments computed in the following manner –</p> <p>1) If the Bidder has opted for Tariff Option -1 as specified in Financial Bid Format 6.10 (B), then</p> <p>Tariff for all Tariff Years for the entire term of the PPA shall be the Quoted Tariff</p> <p>2) If the Bidder has opted for Tariff Option -2 as specified in Financial Bid Format 6.10 (B), then</p> <p>Tariff for Tariff Year 1 (TY₁) shall be the Quoted Tariff quoted by the Bidder for Tariff Year 1 as specified in Format 6.10 (B)</p> <p>Tariff for Tariff Year n (TY_n) where 2 ≤ n ≤ 10 shall be</p> $TY_n = TY_{n-1} * (1 + Esc\%)$ <p>Where Esc% is the annual escalation specified by the Bidder</p> <p>Tariff for Tariff Year m (TY_m) where 11 ≤ m ≤ 25 shall be</p> $TY_m = TY_{m-1}$
8	Financial closure, synchronisation, commissioning, commercial operation,	<p>Please refer to the enclosed draft PPA. The SPD shall sign PPA as per Clause 3.8 of this RfS.</p> <p>Bidders may refer to the draft PPA attached with</p>

S.No.	Scope	Details
	billing, payment etc.	this RfS for detailed provisions.
9	Clearances for implementing the Project	The SPD is solely responsible for obtaining necessary clearances and permits as required for setting up the Solar PV Power Projects.

3.4.2 Available Capacity at Interconnection Substations

The list of available Interconnection Substations is provided as Annexure-D. Given this requirement, the Installed Capacity of the Project shall be within the following limits

S. No.	Interfacing/grid substation (interconnection point)	Delivery Voltage level (AC)	Injection capacity at substation (MW)
1	33/11 kV	33 kV	2 to 5
2	132/33 kV	33 kV	6 to 10
3	132/33 kV	132 kV	i. 11 to 50 MW on Single Circuit Line ii. 51 to 100 MW on Double Circuit Line
4	220/132 kV	132 kV	i. 11 to 50 MW on Single Circuit Line ii. 51 to 100 MW on Double Circuit Line
5	220/132 kV	220 kV	i. 51 to 100 MW on Single Circuit Line ii. 101 to 200 MW on Double Circuit Line

During the process of allocation of Interconnection Substations to Qualified Bidders under provisions of Clause 4.1.3 (C), the following shall apply

1. In case the Successful Bidder connects to a particular 33/11 kV Interconnection Substation, then the Available Capacity for the entire 33 kV feeder, shall stand reduced by the capacity allocated to the Successful Bidder.
2. In case the Successful Bidder connects to 132 kV or 33kV side of 132/33 kV Interconnection Substation, then the Available Capacity for the Interconnection Substation shall stand reduced by the capacity allocated to the Successful Bidder
3. In case the Successful Bidder connects to 220 kV or 132 kV side of 220/132 kV Interconnection Substation, then the Available Capacity for the Interconnection Substation shall stand reduced by the capacity allocated to the Successful Bidder

4. In addition to the above, cascading effect of allocated capacity on all the downstream substations connected to the Interconnection Substation shall be taken into account for arriving at Available Capacity for all subsequent allocations

In case the Bidder intends to connect to an Interconnection Substation where Available Capacity is subject to bay extension and bay extension is not feasible, then the Bidder shall procure land and undertake bay extension at its own cost.

At any stage during the Bid process, the Authorised Representative reserves the right to change the Available Capacity of the Interconnection Substations specified in Annexure-D

3.5 Qualification Requirements

Evaluation of Bids will be based on meeting the general, prequalification (PQ), financial and technical qualification requirements. Any Bidder who meets the Qualification Requirements stated herein shall be “Qualified Bidder” for the purpose of evaluation under this RfS

3.5.1 General eligibility

- i. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- ii. Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, Indian 1956 or Companies Act, 2013 as applicable, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case multiple Projects are proposed to be developed by a Consortium, separate Project Companies can be formed for each Project.
- iii. A foreign company can also participate on standalone basis or as a member of Consortium at the RfS stage. But before signing of PPA it has to form an Indian Company registered under the Indian Companies Act, 1956 or Companies Act, 2013 as applicable, keeping the original shareholding of the Bidding Company/Consortium unchanged.
- iv. A Bidding Company which has been selected as Successful Bidder based on this RfS can also implement the Project through a Special Purpose Vehicle (SPV). However the SPV has to be registered under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable before signing of PPA keeping the original shareholding of the Bidding Company unchanged. In case multiple Projects are proposed to be developed by a Bidding Company, separate SPV can be formed for each Project.
- v. 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 3.5.2, 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 Authorised Representative. 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 3.5.2 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 Authorised Representative, EMD of such Bidders shall be forfeited.

NOTE: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by Companies.

- vi. Limited Liability Partnership (LLPs) are not eligible for participation.

3.5.2 Financial Eligibility Criteria

Net Worth

- i. The Net Worth of the Bidding Company/ Bidding Consortium should be equal to or greater than the value calculated at the rate of **Rupees Two Crores per MW (INR 2 Crore per MW)** of the Offered Capacity.
- ii. Net Worth shall be calculated along the following lines:

Net Worth

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

 - a) Paid-up Share Capital will include:
 - 1. Paid-up equity share capital and
 - 2. Fully, compulsorily and mandatorily convertible Preference Shares and
 - 3. Fully, compulsorily and mandatorily convertible Debentures.
 - b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents. However, this condition will not apply in case of listed companies
- iii. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.
- iv. A Company/ Consortium would be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four Years, then starting from the year of incorporation) viz. **2010-11, 2011-12, 2012-13 and 2013-14**. The bidder shall submit a net worth certificate from a Chartered Account to demonstrate fulfilment of the criteria for a period not prior to 2012-13. **Note:** For foreign Bidders, in case the accounting year followed by the Bidder's country is based on calendar year, then

annual audited accounts can be submitted for calendar years 2010, 2011, 2012 and 2013 or any other accounting year as followed by the law of the respective country.

- v. 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 Bid Deadline 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 Bid Deadline along with a certified copy of the Balance Sheet, Profit & Loss Account, Schedules and cash flow statement supported with the bank statement
- vi. If the Bid is submitted by a Consortium, then the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.
- vii. Any Consortium, if successful, shall, for the purpose of supply of power to DISCOM, incorporate a Project Company with equity participation by the Members in line with Consortium Agreement (to be submitted along with Bid) before signing the PPA with DISCOM, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of Bid submission. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights) shall not change from Bid Deadline upto One (1) Year after the COD of the Project
- viii. For avoidance of any doubts, it is clarified that fully, compulsory and mandatory convertible Preference shares/ Debentures convertible at any date, or equity in the name of Promoter shall necessarily remain not less than 51% from Bid Deadline upto completion of 1 year after COD.

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 upto 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.

- ix. The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s).
- x. 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 30% of the minimum equity contribution of INR 0.6 Crore/MW of the Contracted Capacity has to be infused in the Project Company before signing of PPA and another INR 1.4 Crore/MW of the Contracted Capacity on or before the date of Financial Closure. 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 before signing of PPA.
- xi. It is not necessary to have the technology partner at the RfS stage. Further it is also not necessary for the technology partner to have an equity stake in the Bidding

Company/Consortium. However if the technology partner has an equity participation in Bidding Consortium then such equity participation shall not exceed ten (10) percent.

3.5.3 Technical Eligibility Criteria

- i. The Bidder shall deploy only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate details regarding the selection of technology and its details along with the Bid in the prescribed Format 6.9. However, the Successful Bidder has to confirm the technology selected in line with the above at the time of Financial Closure. The technology, including the technology partner, proposed at the time of Bid submission can be changed at the time of Financial Closure. However, the Bidder shall provide proof and credentials to the satisfaction of the DISCOM(s) that the technology proposed by him has been in successful operation in at least one Project anywhere in the world at the time of Financial Closure.
- ii. The Bidder is required to furnish evidence of meeting the above criteria. The undertaking shall be submitted as per enclosed Format 6.8.
- iii. Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure – A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A to make the Project technically eligible.

3.6 Details of Financial Bid

3.6.1 Bidders shall quote tariff for Offered Capacity as per clause 3.6.2. Such Quoted Tariff shall be applicable for all Projects the Bidder intends to develop under such Offered Capacity.

3.6.2 Bidder(s) shall submit their Financial Bid(s) as per Format 6.10 A and B of this RfS. More than one Bid can be submitted by the Bidder, provided that not more than one Financial Bid corresponds to the same Offered Capacity and the same List of Preferred Interconnection Substations. The following conditions shall apply to submission of multiple Bids

- a) In case the Bidder intends to offer multiple capacities, then the Bidder shall submit separate Bids for each Offered Capacity
- b) It is hereby clarified that a Bid submitted by the Bidder shall comprise of a single Technical Bid and a single Financial Bid
- c) Multiple Financial Bids shall not be submitted as a part of the same Bid
- d) It is hereby clarified that, in case a Bidder submits multiple Bids, then List of Preferred Interconnection Substations shall be mutually exclusive across the Bids (Financial Bids) submitted by the Bidder and no single Interconnection Substation shall be present as a part of two or more Bids (Financial Bids)

3.6.3 As part of the Financial Bid i.e. Format 6.10 B, the Bidders will be required to

- Specify Offered Capacity in MW

- Specify List of Preferred Interconnection Substations which is not less than zero and not more than five
- Choose between Tariff Option 1 or Tariff Option 2
- Quote Tariffs under Tariff Option 1 or Tariff Option 2

3.6.4 Any Financial Bid shall correspond to one of Tariff Option 1 or Tariff Option 2 but not both.

- A. If the Bidder opts for Tariff Option 1, the Bidder shall specify Quoted Tariff that shall be applicable for payment purposes for the term of the PPA. For Tariff Option 1, Bid Parameter for evaluation of Financial Bid shall be Quoted Tariff.
- B. If the Bidder opts for Tariff Option 2, the Bidder shall specify Quoted Tariff for Tariff Year 1 and Escalation percentage (Esc %) that shall be applicable from Tariff Year 2 till Tariff Year 10. Tariff for Tariff Year 10 shall be applicable for Tariff Year 11 till Tariff Year 25. For Tariff Option 2, Bid Parameter for evaluation of Financial Bid shall be the Levelized Tariff computed as per Clause 4.1.3 of the RFS

3.6.5 It may be noted that the entire Offered Capacity for each Financial Bid of the Successful Bidder shall be connected to only one Interconnection Substation pursuant to provisions of Clause 4.1.3 of the RFS

3.7 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

3.7.1 Earnest Money Deposit (EMD) of INR10 Lakh per MW of Offered Capacity out of which bidders shall furnish Rupees Ten Lakhs (INR 10 Lakhs) through Demand Draft in favour of “Pay officer, TSSPDCL” or RTGS transaction to Account No. 52086558583, IFSC code: SBHY0020072 and the balance amount in the form of Bank Guarantee according to Format 6.3A and valid for a period until thirty (30) days from Bid Validity as per clause 3.13 of this RfS, shall be submitted by the Bidder along with the Bid failing which the Bid shall be summarily rejected.

3.7.2 Further, in the event that a Successful Bidder is not able to submit Bank Guarantee of the requisite value(s) towards Performance Bank Guarantee for any part (or full) of Allocated Capacity within 30 days of issue of LoI by Authorised Representative or the Successful Bidder is not able to sign PPA(s) with DISCOM(s) within 30 days of issue of LoI by Authorised Representative for any part (or full) of the Allocated Capacity, then the Authorised Representative shall have the right to forfeit partial (or full) amount of EMD submitted by the Bidder and return the balance amount (if any) for the value of EMD pertaining to the part of the Allocated Capacity for which the PBG is submitted and PPA is executed

- a) EMD of the Successful Bidders shall be returned within ten (10) days of receipt of Performance Bank Guarantee and execution of the PPA with the SPD

- b) EMD of all Bidders who don't qualify for opening of Financial Bids i.e. who are declared as non-responsive after Steps 4.1.1 or 4.1.2 as applicable shall be returned within ten (10) days of opening of Financial Bid
- c) The Successful Bidder at the time of issuing of LoI is precluded from withdrawing from the Bid process. The Authorised Representative shall forfeit the EMD in the event of such withdrawal.

- 3.7.3 **Performance Bank Guarantee (PBG):** Successful Bidders, selected by the Authorised Representative, based on this RfS shall submit Performance Bank Guarantee for a value calculated at INR 20 Lakh / MW of Contracted Capacity before the signing of PPA. It may be noted that Successful Bidders shall submit the Performance Bank Guarantee according to the Format 6.3B for a value calculated at INR 20 Lakh/MW of Contracted Capacity with a validity period of eighteen (18) months from the Effective Date.
- 3.7.4 Performance Bank Guarantee calculated at INR.20 Lakh/MW of Contracted Capacity shall be submitted in three (3) Nos. of Bank Guarantee in the ratio of 15%, 35% & 50% for each Project for which PPA is to be signed. On receipt and after verification of the Performance Bank Guarantee in acceptable form and after signing of the PPA, the earlier Bank Guarantees submitted towards EMD shall be returned to the Successful Bidder.
- 3.7.5 The Bidder shall furnish the Bank Guarantees from any of the Banks listed at Annexure-C to Authorised Representative/DISCOM as applicable.
- 3.7.6 The format of the Bank Guarantees prescribed in the Formats 6.3 A and 6.3 B shall be strictly adhered to and any deviation from the above formats may result in rejection of the EMD/PBG and consequently, the Bid.
- 3.7.7 The successful SPDs based on this RfS are required to sign PPA with DISCOMs within 30 days after the issue of LoI. In case, a DISCOM offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the amount submitted towards EMD shall be forfeited by Authorised Representative.
- 3.7.8 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- 3.7.9 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 3.7.10 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

- 3.7.11 After the bidding process is over, Authorised Representative shall release the Bank Guarantees of the unsuccessful Bidders within seven (7) days after the issue of Letter of Intent (LoIs) to the Successful Bidders. The PBG of SPDs shall be returned to the SPD within three (3) months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per provisions of the PPA.

3.8 Power Purchase Agreement (PPA)

- 3.8.1 DISCOMs shall enter into Power purchase agreement (PPA) with Successful Bidders for Allocated Capacity finalized with the Successful Bidders based on this RfS. A copy of draft Power Purchase Agreement to be executed between DISCOMs and the Successful Bidders shall be uploaded on the website <https://tender.eprocurement.gov.in> along with this RfS. The PPA shall be signed within thirty (30) days of the date of issue of Letter of Intent (LoI). The PPAs shall be valid for a period of twenty five (25) years from the COD of the Project.
- 3.8.2 Separate PPA shall be executed for each Project that the Successful Bidder intends to develop pursuant to the provisions of this RfS.
- 3.8.3 In case the Bidder intends to form a Project Company as per Clause 3.5.2 of the RfS, then such Project Company will be the SPD for the execution and implementation of the PPA
- 3.8.4 Before signing of PPA with the Successful Bidders, Authorised Representative will verify the documents furnished by the Bidders at the time of Bid submission including meeting the net worth criteria and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Authorised Representative at this stage may also ask the Bidders to furnish the audited balance sheet along with complete Bank Statement starting from Bid submission date till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way then the relevant provisions contained in this RfS will be applicable.
- 3.8.5 Before signing of PPA the Authorised Representative shall check for fulfilment of all obligations of Successful Bidder specified in this RfS and Authorised Representative shall have the right to forfeit the EMD in case the Successful Bidder does not fulfil any of the obligations or fails to enter into a PPA within as stipulated period unless it is extended by the Authorised Representative

3.9 Minimum Equity Requirements

- 3.9.1 The Company setting up the Project shall provide the information about the promoters and their shareholding in the Company to Authorised Representative indicating the Controlling Shareholding at the time of Bid submission to Authorised Representative.
- 3.9.2 No change in the shareholding of the Bidding Company or Lead Member in a Bidding Consortium developing the Project(s) shall be permitted from Bid Deadline till the execution of

the PPA. However, in case the Project(s) are being set up by a listed Company, this condition will not be applicable.

- 3.9.3 After execution of PPA, the percentage of Controlling Shareholding of the Bidding Company or Lead Member in the Project Company setting up the Project shall be maintained for a period of one (1) year after COD of Project. Thereafter, any change can be undertaken after intimation to Authorised Representative.
- 3.9.4 Lead Member in the Consortium shall have the controlling shareholding in the Company having not less than 51% of voting rights in the Company

3.10 Submission of Bid by the Bidder

- 3.10.1 The Bidder shall submit his response through Bid submission to the RfS on eProcurement platform at www.eprocurement.gov.in by following the procedure given below.
- 3.10.2 The Bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their Bids online. Offline bids shall not be entertained by the Authorised Representative for this RfS.
- 3.10.3 The Bidder shall upload Prequalification Bid, Technical Bid and the Financial Bid on the website specified in Clause 3.10.1 of the RfS. The information pertaining to Technical Bid and the Financial Bid shall be scanned and uploaded by the Bidder as per the formats specified in Section 6 (Formats for RfS) of this RfS.
- 3.10.4 The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Qualification Requirement and other certificate/documents in the eProcurement web site. Each format has to be duly signed and stamped by the authorised signatory of the Bidder. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified in Clause 3.10.1 of the RfS
- 3.10.5 Further, in addition to above, the Bidder shall send Bid Processing Fee in the form of DD/Pay Order as per Clause 3.1 of the RfS and EMD in the form of Bank Guarantee as per Clause 3.7 of the RfS, in original, on or before the Bid Deadline, to the address mentioned below:

Chief General Manager/ Commercial & RAC,
TSSPDCL, 6-1-50, Corporate Office, Mint Compound,
Hyderabad, 500063

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

authorised signatory of the Bidder. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified in Clause 3.10.1 of the RfS

- 3.10.2 The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements set forth in Clause 3.5 of the RfS to the satisfaction of the Authorised Representative
- 3.10.3 In case of a Bid submitted by a Bidding Consortium, the Lead Member shall designate one person to represent the Consortium in its dealings with the Authorised Representative. The person designated by the Lead Member shall be authorised through a Board Resolution (as per Format 6.4 of the RfS) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc.
- 3.10.4 In case of a Bid submitted by a Bidding Company, the Bidding Company should designate one person to represent the Bidding Company in its dealings with the Authorised Representative. The person should be authorised to perform all tasks including, but not limited to providing information, responding to queries, signing of Bid etc. The Bidding Company should submit, along with the Bid, a Board Resolution (as per Format 6.4 of the RfS), authorizing the signatory of the Bid

3.10.5 Steps for eProcurement

1) Registration with eProcurement platform:

For registration and online Bid submission Bidders may contact HELP DESK of Vayam Technologies Limited

M/s Vayam Technologies Ltd.,

Plot No.107, 1st Floor,

Lumbini Enclave, Near Hotel Urvasi,

Opp. NIMS, Panjagutta, Hyderabad

<https://tender.eprocurement.gov.in>.

2) Digital Certificate authentication:

The Bidder shall authenticate the bid with his Digital Certificate for submitting the Bid electronically on eProcurement platform and the Bids not authenticated by Digital Certificate of the Bidder will not be accepted on the eProcurement platform.

For obtaining Digital Signature Certificate, the Bidder may contact:

Andhra Pradesh Technology Services Limited

BRKR Bhavan, B-Block

Tankbund Road , Hyderabad-500022

Phone: +91-40-23220305

Fax +91-40-23228057

(OR)

Any other Registration Authorities of any Certifying Authorities in India. The list of CAs are available on the link –

<https://tender.eprocurement.gov.in/DigitalCertificate/signature.html>.

3) **Hard Copies:**

The Bidder shall send Bid Processing Fee in the form of DD/Pay Order as per Clause 3.1 of the RfS and EMD in the form of Bank Guarantee as per Clause 3.7 of the RfS, in original, on or before the Bid Deadline, to the address mentioned below:

**Chief General Manager/ Commercial & RAC,
TSSPDCL, 6-1-50, Corporate Office, Mint Compound,
Hyderabad, 500063**

1) **Payment of transaction fee**

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee of INR 25,000 to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. A service tax of 12.36% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of Service Tax) on the transaction amount payable to APTS shall be applicable.

3.11 **Instructions to Bidders for Bid Submission**

3.11.1 The Bids in response to this RfS shall be submitted by the Bidders in the manner provided in Clause 3.10 of the RfS. The Bid shall comprise of the following:

A) Prequalification Bid comprising of

1. Scanned copy of the DD/Pay Order towards Bid Processing Fee and
2. Scanned copy of EMD in the form of Bank Guarantee as per Format 6.3 A in accordance with Clause 3.7 of the RfS
3. Hard copies of EMD and Bid Processing Fee shall be submitted in accordance with Clause 3.7.1 and 3.1.2 of this RfS

B) Technical Bid comprising of

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** in accordance with Clause 3.7 of the RfS
4. Performance Bank Guarantee (to be submitted at the time of signing of PPA) in the form as per **Format 6.3 B** in accordance with Clause 3.7 of the RfS
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** (to be filled out separately for each Project) duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i) 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 Bid and in the event of selection of the Projects, to sign the PPA with the DISCOM(s);
 - ii) 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
 - iii) Board Resolutions from Parent and /or Affiliate (whose credentials were used in the Bid), 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 (to be filled out separately for each Project).
7. Format for financial eligibility criteria as per **Format 6.6**
8. A disclosure statement as per **Format 6.7** regarding participation of any related Companies in this bidding process (to be filled out separately for each Project).
9. For technical eligibility criteria specified in Clause 3.5., **Format 6.8**, wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation (to be filled out separately for each Project).
10. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.9** (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 detailed project report to be submitted at the time of Financial Closure.

11. Information and/or documents comprising of:

- i) Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.
- ii) Copy of the RfS document along with all amendments and clarifications, duly stamped and signed on each page by the Authorised Signatory of the Bidder.
- iii) Net Worth certificate issued by Chartered Accountant along with Certified copies of annual audited accounts for the years 2010-11, 2011-12, 2012- 13, 2013-14. The bidder shall submit a net worth certificate from a Chartered Account to demonstrate fulfilment of the criteria for a period not prior to 2012-13 OR in case the Bidder wishes to submit the fulfilment of financial eligibility criteria not more than 7 days 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 Bid Deadline, bank statement of the Bidder also needs to be submitted.
- iv) Documents containing information about the Promoters and their shareholding in the Company to Authorised Representative indicating the controlling shareholding at the stage of submission of Bid to Authorised Representative (as per Clause 3.5).

C) Financial Bid comprising of

1. Financial Proposal (Quoted Tariff) as per **Format in 6.10 A and Format 6.10 B** and in accordance with provisions of Clause 3.6 of this RfS

Note: The Quoted Tariff in the above Format shall be only in INR/kWh upto 3 decimal places. In case the Bidder states Quoted Tariff in any other currency, his Bid shall be rejected.

3.12 Important notes and instructions to Bidders

- 3.12.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 3.12.2 More than one Bid can be submitted by the Bidder for development of Solar Projects. However, in case of multiple Bids by the same Bidder, the following conditions apply:
 - a. Any Bid shall comprise of a single Technical Bid and a single Financial Bid

- b. List of Preferred Interconnection Substations shall be mutually exclusive across all Bid (Financial Bids) and no single Interconnection Substation shall be part of two or more Bids (Financial Bids)
- c. Bid Processing Fee and EMD shall be submitted separately for separate Bids
- d. The net worth criteria mentioned under Qualification Requirements shall be satisfied for the Aggregate Offered Capacity of all the Bids.

- 3.12.3 The Bidders shall be evaluated based on the declarations and/or information and/or documents provided by them in relevant schedules of RfS. The information and/or documents submitted along with the Bid may be verified before signing of PPA in terms of Clause 3.8.
- 3.12.4 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, Authorised Representative reserves the right to reject such Bid and/or cancel the Letter of Intent, if issued and the EMD provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in Bid.
- 3.12.5 If the event specified at 3.12.3 is discovered after the Effective Date of the PPA, consequences specified in PPA shall apply.
- 3.12.6 Bids submitted by the Bidder shall become the property of the Authorised Representative and the Authorised Representative shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.7.2.
- 3.12.7 All pages of the Bid submitted must be initialled by the person authorised by the board as per Format 6.4, on behalf of the Bidder.
- 3.12.8 The Bids shall be submitted as mentioned in Clause 3.11. No change or supplemental information to the Bid will be accepted after the Bid Deadline. The Authorised Representative may, at its sole discretion, ask for additional information/document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the Authorised Representative. Delay in submission of additional information and/or documents sought by the Authorised Representative shall make the Bid liable for rejection
- 3.12.9 All the information should be submitted in English language only.
- 3.12.10 Bidders shall mention the name of the contact person, as per Clause 3.10 of the RfS and complete address of the Bidder in the covering letter.
- 3.12.11 Bids that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by Authorised Representative. Bids not submitted in the specified formats will be liable for rejection by Authorised Representative. Non submission

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

- 3.12.12 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements specified in this RfS throughout the bidding process and till the execution of the PPA. Where the Bidder is relying on affiliate/parent/ultimate parent for qualification, the Bidder shall continue to maintain this financial relationship till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage
- 3.12.13 This RfS document includes statements, which reflect the various assumptions arrived at by the Authorised Representative in order to give a reflection of the current status in the RfS. These assumptions may not be entirely upon by the Bidders in making their own assessments. This RfS does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfS and obtain independent advice from appropriate sources.
- 3.12.14 Only the Appropriate Commission shall have exclusive jurisdiction over all matters pertaining to this RfS

3.13 Bid Validity

The Bidder shall submit its Bid in response to RfS which shall remain valid upto One Hundred Eighty (180) days from the Bid Deadline (“Bid Validity”). Authorised Representative may request the Bidders for extension of Bid Validity and correspondingly EMD. In case the Bidders agree to extend the Bid Validity, then such Bidders shall furnish undertaking for extension of Bid Validity and also the extension of EMD reflecting the new Bid Validity within seven (7) days of receipt of request from the Authorised Representative. In case the Bidders don't wish to extend the Bid Validity, then the EMD of all such Bidders shall be returned after seven (7) days of issue of request by the Authorised Representative. Authorised Representative reserves the right to reject Bid which does not meet the aforementioned validity requirement

3.14 Bid preparation cost

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

3.15 Clarifications/Pre Bid meeting/ Enquires/ Amendments

Clarifications / Doubts, if any, on RfS document shall be e-mailed to seipc@tssouthernpower.com by 05-09-2014, 17:00 Hrs. Bidders are requested to remain updated with the website. If necessary, amendments shall be issued by Authorised

Representative which will be notified in the eProcurement website. No separate reply/intimation will be given for the above, elsewhere.

- 3.15.1 A Pre Bid Meeting shall be held on 05-09-2014, 11:00 Hrs (venue to be notified later on Authorised Representative's website <https://www.tssouthernpower.com/> and <http://transco.telangana.gov.in/>)

3.16 Right of Authorised Representative to reject a Bid

Authorised Representative reserves the right to reject any or all of Bids or cancel the Bid process without assigning any reasons whatsoever and without any liability.

4 Bid evaluation methodology and selection of Projects

4.1 The evaluation process comprises the following two steps:

- A. Step I – Prequalification (PQ)
- B. Step II – Evaluation of Technical Bids
- C. Step III – Opening of Financial Bids and evaluation of Financial Bids

4.1.1 Step I – Prequalification (PQ)

The Bidder shall submit the scanned copies of Bid Processing Fee and EMD in a separate folder in e-procurement platform. The same shall be submitted to the Authorised Representative before the Bid Deadline as per 3.1.2 and 3.7.1

The Bidder shall submit original documents pertaining to Bid Processing Fee and EMD as per Clause 3.1.2 and 3.7.1 of this RfS. Bids not accompanied by Bid Processing Fee and EMD as per the terms of the RfS shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders

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

- i) Non submission of Bid Processing Fee or EMD in acceptable form/amount along with the Bid
- ii) Bids not received by the Bid Deadline.

4.1.2 Step II- Evaluation of Technical Bids

1. Bids received after the Bid Deadline and Bids submitted without the Bid Processing Fee or EMD will be summarily rejected. Subject to above, all the formats, documents and/or information submitted by the Bidder as a part of the Technical Bid, except Financial Bid will be opened and evaluated at this stage.
 2. The Bid submitted by the Bidder shall be scrutinized to establish technical eligibility as per Qualification Requirements of the RfS.
 3. Any of the following conditions shall cause the Bid to be “Non-responsive”:
- i) Non submission of Bid Processing Fee or EMD in acceptable form/amount along with the response to RfS
 - ii) Bids not received by the Bid Deadline.
 - iii) Bid has been submitted by a Consortium and is not accompanied with the Consortium Agreement.
 - iv) Any indication of the Quoted Tariff in any part of Bid, other than in the Financial Bid
4. Subject to Clause 4.1.2 (3) above, Authorised Representative will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination and evaluation of Bids, Authorised Representative 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 clarifications/additional documents sought by Authorised Representative within the timeline intimated by the Authorised Representative.

5. It shall be the responsibility of the Bidder to ensure that all the documents have been successfully uploaded on the eProcurement platform. No reminders in this case shall be sent. It will be the sole responsibility of the Bidders to remove all the discrepancies/infirmities and upload/furnish additional documents as requested by Authorised Representative, to the satisfaction of Authorised Representative. Authorised Representative shall not be responsible for rejection of any Bid on account of the above.
6. Bids meeting the Qualification Requirements specified in this RfS shall be technically responsive and the corresponding Bidder shall be declared as the Qualified Bidders. Since multiple Bids can be submitted in pursuance to Clause 3.11 of the RfS, it is possible that a Bidder is Qualified Bidder for a particular Bid and not for another
7. After completion of evaluation of Technical Bids as detailed above, the list of Qualified Bidders will be uploaded on the website of Authorised Representative and will also be known to the Bidders via the eProcurement platform.

4.1.3 Step III – Opening of Financial Bids and evaluation of Financial Bids

A. Opening of Financial Bids

1. Financial Bids of the Qualified Bidders shall be opened on the eProcurement platform as per the timelines specified in the RFS or such other date intimated by the Authorised Representative. The evaluation of the Financial Bid shall be carried out as per the information specified in Format 6.10 (A) and (B) of the RFS
2. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 3.11(C) the RFS. Any Bid not meeting any of the requirements of Clause 3.11 (C), Clause 3.6, Format 6.10 (A) and Format 6.10 (B) of the RFS may cause the Bid to be “non-responsive” at the sole discretion of the Authorised Representative.

B. Determination of Bid Parameter and Computation of Levelized Tariff for Financial Bids corresponding to Tariff Option - 2

1. The current step 4.1.3 (B) shall be followed only in respect of those Financial Bids of those Qualified Bidders who have availed Tariff Option – 2 and shall not apply to those Financial Bids of Qualified Bidders who have availed Tariff Option -1
2. Based on the Quoted Tariff and Escalation (Esc %age) provided by the Bidders in their Financial Bid, the Levelized Tariff shall be calculated for the term of the PPA as per the methodology mentioned below
3. Quoted Tariff which corresponds to Tariff Year 1 shall be uniformly escalated as per the Escalation percentage (Esc %) quoted by the Bidder to determine the Quoted Tariff for the Tariff Year 2 till Tariff Year 10. Quoted Tariff for Tariff Year 11 till Tariff Year 11 shall be the same as the escalated Quoted Tariff for Tariff Year 10.

4. Discount Rate for computation of Levelized Tariff shall be the rate notified by CERC applicable on the day which is seven (7) days prior to the Bid Deadline. Such rate shall be notified on the website of the Authorised Representative seven (7) days prior to the Bid Deadline.
5. The escalated Quoted Tariffs (INR/kWh) from step 3 of 4.1.3 (B) for each Bidder for the term of the PPA, shall be discounted up to the Scheduled Date of Commercial Operations mentioned in Clause 3.4.1 of the RFS, by applying the above discount factors (based on the Discount Rate mentioned in Clause 4.1.3 (B) (3) (above) and such aggregate discounted value for the term of the PPA shall be divided by the sum of such discount factors so as to calculate the Levelized Tariff of each Qualified Bidder
6. The Levelized Tariff shall be calculated by assuming uniformly for all Bidders that power shall get delivered on the Scheduled Date of Commercial Operations
7. For the ease of submission and clarity of Bidders, the methodology of computation of Levelized Tariff presented in Annexure 5 of the RFS. Bidders are required to go through this illustration carefully and seek clarifications if required
8. The Levelized Tariff computed as above shall be the “Bid Parameter” in respect of Financial Bids corresponding to Tariff Option – 2
9. For Financial Bids corresponding to Tariff Option - 1, “Bid Parameter” shall be Quoted Tariff as per Format 6.10 (B)

C. Evaluation of Financial Bids and allocation of Interconnection Substations

First round of Allocation

1. Bidders shall be ranked in the ascending order of Bid Parameter determined as per Clause 4.1.3 (B)
2. The Qualified Bidder with the lowest Bid Parameter shall be declared as Successful Bidder for the Offered Capacity (in MW) offered by such Bidder in the Financial Bid. In case of more than one Bidder having an equal Bid Parameter, the Bidder who has offered the higher capacity would be given the preference. Such Successful Bidder shall be allotted the most preferred Interconnection Substation (from the List of Preferred Interconnection Substations specified by the Bidder in the Financial Bid Format 6.10 (B)) to develop the Offered Capacity
3. The selection process of Successful Bidder(s) as mentioned above shall be repeated for all remaining Financial Bids of Qualified Bidders until the Authorised Representative achieves the required capacity or as long as Quoted Tariffs received are in alignment with the prices at which the DISCOMS are willing to purchase power
4. If at any stage during the First Round of Allocation, Available Capacity at the Interconnection Substation preferred by the Bidder is less than the Offered Capacity of the Qualified Bidder under consideration, then such Qualified Bidder shall be invited to opt for either

Developing the Project(s) at a reduced capacity equal to the Available Capacity at the Interconnection Substation

(OR)

Incase the Qualified Bidder doesn't opt for the above, then the Qualified Bidder will be allocated the next preferred Interconnection Substation from List of Preferred Interconnection Substation for developing the Offered Capacity.

5. This process of allotment of Interconnection Substations to Offered Capacity shall be carried out in the preferential order stated by the Bidders in the List of Preferred Interconnection Substations specified by the Bidder in Format 6.10 (B)
6. If at any stage during the Bid process, if Available Capacity at any of the Interconnection Substations specified in the Preference List of Interconnection Substations is less than the Offered Capacity, and if the Qualified Bidder is not willing to set up Project(s) at a reduced capacity, then the Bidder will be moved to the Second Round of Allocation

Second round of Allocation

7. All the Qualified Bidders who are moved to the Second Round of Allocation pursuant to the process undertaken in the First Round of Allocation, will be ranked in the ascending order of the Bid Parameter and will be invited in that order to select the Interconnection Substation from all the Interconnection Substations where there is Available Capacity subsequent to the First Round of Allocation
8. In this Second Round of Allocation, the Bidder may opt for developing Project(s) at the Available Capacity or may withdraw from the Bid process. If the Qualified Bidder decides to withdraw from the Bid process, EMD shall be returned within ten (10) days of issue of Letter of Intent (LOI) to all Successful Bidders
9. This Second Round of Allocation will be carried out in respect of all the Qualified Bidders, remaining after the First Round of Allocation, in the ranking order of the Bid Parameter.
10. It may be noted that while multiple Bids can be submitted by the Bidder, this process of allocation will be carried out in the ranking order of all Financial Bids received by the Authorised Representative. Hence, it is possible that a Qualified Bidder is declared as Successful Bidder only in respect of some Bids and not the others
11. At the end of the selection process detailed above, the Authorised Representative shall issue Letter of Intent (LOI) to all the Successful Bidders and the capacity finalized between the Authorised Representative and the Successful Bidder shall be the Allocated Capacity. Allocated Capacity shall correspond only to the Bid under consideration
12. The Authorised Representative shall return the EMD corresponding to the partial (or full) quantum of Offered Capacity based on Allocated Capacity finalized with the Qualified Bidder and the remaining partial (or full) EMD shall be returned to the Successful Bidder within ten (10) days of notification of all Successful Bidders as per Clause 3.7.2 of this RfS.
13. Notwithstanding anything to the contrary contained herein, the Authorised Representative, has the right to reject any or all of the Bids, at any stage during the Bid process, if the Quoted Tariffs are not aligned to the prices at which DISCOMS would be willing to purchase solar power after opening of the Financial Bids
14. The Authorised Representative reserves the right to change the required capacity without assigning any reasons whatsoever

15. After completion of selection of all Successful Bidder(s) as per the process outlined above, Letter of Intent will be sent to all Successful Bidders accompanied by the finalized Financial Bid clearly indicating the finalized Quoted Tariff and Escalation %age as applicable, Allocated Capacity, list of Project(s) and their capacity in MW and the Interconnection Substations they would be connected to. Separate LoI will be sent for separate Bids.
16. Each Successful Bidder shall unconditionally accept the LoI, and record on one (1) copy of the LoI, "Accepted Unconditionally", under the signature of the Authorised signatory of the Successful Bidder and return such copy to the Authorised Representative within seven (7) days of issue of LoI.
17. All the Successful Bidders shall be required to submit soft copy of the Financial Model used by them to arrive at the Quoted Tariff at the time of finalization of Location with the Successful Bidder

5 Other Provisions

- 5.1 If any disputes arise in this and not resolved by mutual discussions shall be submitted to Appropriate Commission and the decision of the Appropriate Commission will be binding on the Bidder and the Authorised Representative.

5.2 Role of State Level Agencies

It is envisaged that the State Level Agencies like TSTRANSCO, DISCOMs, etc. will provide necessary support to facilitate the development of the Projects under competitive bidding route. This may include facilitation in following areas: -

- Connectivity to the substation of DISCOM / TSTRANSCO at the voltage level of 33 kV, 132 kV and 220 kV.

5.3 Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of the RfS guidelines or interpretation of the RfS guidelines or there is a requirement to modify the RfS guidelines for better implementation, the matter may be considered by the Authorised Representative for this purpose and its decision will be final.

6 Formats

6.1 FORMATS FOR BID SUBMISSION

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

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Power of Attorney (Format 6.2)
- iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Financial Requirement (Format 6.6)
- viii. Format for Disclosure (Format 6.7)
- ix. Format for Technical Criteria (Format 6.8)
- x. Format for Proposed Technology Tie-up (Format 6.9)
- xi. Format for submission of Financial Bid (Formats 6.10A & B)

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

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

**CGM Commercial
TSSPDCL,
6-1-50,
Corporate Office,
Mint Compound, Hyderabad-500 063.**

Sub: Response to **RfS No** _____ dated _____ *[Insert date in dd/mm/yyyy 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 DISCOM(s) hereby submit our response to RfS. We are submitting our Bid for the following capacities -

Table A

Offered Capacity (MW)	<Insert Offered Capacity in MW terms here>
-----------------------	--

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 attached thereto, issued by Authorised Representative. In token of our acceptance to the RfS, PPA along with the amendments and clarifications issued by Authorised Representative, the same have been initialled by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within ten (10) months from the date of signing of PPA.
2. Earnest Money Deposit (EMD) (please read Clause 3.7 carefully before filling): -
 We have enclosed EMD of INR.. (Insert Amount), in form of Bank draft/ RTGS and INR.....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 3.7 of this RfS. The total capacity of the Solar PV Projects offered by us is MW [Insert Offered Capacity].
3. We hereby declare that in the event that we are declared as Successful Bidder and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for any part (or full) of Allocated Capacity within 30 days of issue of LoI by Authorised Representative or we are not able to sign PPA(s) with DISCOM(s) within 30 days of issue of LoI by Authorised Representative for any part (or full) of the Allocated Capacity, then the Authorised Representative shall have the right to forfeit partial (or full) amount of EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to the part of the Allocated Capacity for which we submit the PBG and execute the PPA
4. 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.
5. We hereby declare that during the selection process, if the Allocated Capacity finalised with the Authorised Representative is less than the Offered Capacity due to any reason whatsoever, we shall accept such Allocated Capacity.
6. We hereby declare that we have not violated provisions of 3.12.2 of this RfS
7. We hereby unconditionally and irrevocably agree and accept that the decision made by Authorised Representative 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.
8. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, and execute the PPA, in the event of our selection as Successful Bidder.

- 9. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.
- 10. 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 Authorised Representative.
- 11. 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.
- 12. We confirm that all the terms and conditions of our Bid are valid upto (Insert date as per Clause 3.13 of the RfS). The validity of our Bid will be as per Clause 3.13 of this RfS
- 13. Contact Person:

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

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

- 14. 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 SPD's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

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

FORMAT-6.2

FORMAT FOR POWER OF ATTORNEY

(To be provided by each of the other members of the Consortium in favour 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 ofand 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 ofunder the Common Seal of our company.

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

(Signature of person authorised by the board)

(Name

Designation

Place:

Date:

)

Accepted

(Signature, Name, Designation and Address

of the person authorised by the board of the Lead Member)

Attested

(Signature of the executant)

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

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company 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 of the cumulative capacity of MW [*Insert Offered Capacity*] for supply of power there from on long term basis, in response to the RfS No. _____ dated ____ issued by the TSSPDCL (hereinafter referred to as Authorised Representative) and Authorised Representative 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 Authorised Representative at [*Insert Name of the Place from the address of Authorised Representative*] forthwith on demand in writing from Authorised Representative or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees -----[*Insert amount not less than that derived on the basis of INR. 10 Lakhs per MW (adjusted for the 10 Lakh paid by way of demand draft or RTGS)of Offered Capacity proposed*] only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank upto and including _____ [*insert date of validity in accordance with Clause 3.7 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 INR. _____ (INR. _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause 3.7 of this RfS*]. Authorised Representative shall be entitled to invoke this Guarantee till _____ [*insert date corresponding to thirty (30) days beyond the validity of the EMD*].

The Guarantor Bank hereby agrees and acknowledges that the Authorised Representative 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 Authorised Representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Authorised Representative.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Telangana 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 Authorised Representative 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 Authorised Representative 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 Authorised Representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Authorised Representative to any entity to whom Authorised Representative is entitled to assign its rights and ligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____(INR _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.7 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Authorised Representative 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- 6.3 B**Format for Performance Bank Guarantee for Solar PV Project**

(To be submitted separately for each Project finalised with the Authorised Representative)

(Note: - Performance Bank Guarantee calculated at INR.20Lakh/MW of the Project Capacity is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 15%, 35% &50% Value.)

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

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as successful Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... issued by TSSPDCL (hereinafter referred to as Authorised Representative) having its Registered Office at 6-1-50, Corporate Office, Mint Compound, Hyderabad-500 063 and Authorised Representative considering such response to the RfS of [*insert the name of the successful Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ----- to (*Insert Name of successful Solar Power Developer*) as per terms of RfS and the same having been accepted by the successful SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from successful Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the DISCOM [*Insert name of the DISCOM with which PPA will be signed*] at [*Insert Name of the Place from the address of the DISCOM with which PPA will be signed*] forthwith on demand in writing from [*Insert name of the DISCOM with which PPA will be signed*] or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees ----- [*Total Value*] only, on behalf of M/s _____ [*Insert name of the successful Solar Power Developer / Project Company*]

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

Our liability under this Guarantee is restricted to INR. _____ (INR.only). i) Nos ----- dated ----, Value -----; ii) Nos----- dated ----, Value ---) iii) Nos----- dated ----, Value ---).

Our Guarantee shall remain in force until..... [*Insert date corresponding to Clause 3.7.3 of the RfS*] shall be entitled to invoke this Guarantee till [*Insert date corresponding to thirty (30) days after the validity of the Performance Bank Guarantee as per Clause 3.7.3 of the RfS*]

The Guarantor Bank hereby agrees and acknowledges that[*Insert name of the DISCOM with which PPA will be signed*] 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[*Insert name of the DISCOM with which PPA will be signed*], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to[*Insert name of the DISCOM with which PPA will be signed*] .

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Telangana 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[*Insert name of the DISCOM with which PPA will be signed*] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the successful Solar Power Developer / Project Company , to make any claim against or any demand on the successful Solar Power Developer / Project Company or to give any notice to the successful Solar Power Developer / Project Company or to enforce any security held by[*Insert name of the DISCOM with which PPA will be signed*] or to exercise, levy or enforce any distress, diligence or other process against the successful Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to[*Insert name of the DISCOM with which PPA will be signed*] and may be assigned, in whole or in part, (whether absolutely or by way of security) by[*Insert name of the DISCOM with which PPA will be signed*] to any entity to whom[*Insert name of the DISCOM with which PPA will be signed*] is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR. _____ (INR _____ only) and it shall remain in force until
.....[Insert date corresponding to Clause 3.7.3 of the RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if[Insert name of the DISCOM with which PPA will be signed] serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____

For
_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of _____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

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 authorised to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide **RfS No** for 'Selection of Grid Connected Solar Photo Voltaic Projects' in the state of Telangana, including signing and submission of all documents and providing information / response to RfS to TSSPSC (Authorised Representative), representing us in all matters before Authorised Representative, and generally dealing with Authorised Representative 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 authorised 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 [insertname 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 and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by TSSPDCL (Authorised Representative) 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 DISCOMs (“TSSPDCL” and “TSNPDCL”) desire to purchase power;

WHEREAS, Authorised Representative 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 Authorised Representative 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 authorised 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 SPD 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 Telangana 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 Bank Guarantee in favour of DISCOM (with which the PPA will be signed) 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 Authorised Representative / DISCOM.
13. The Lead Member is authorised 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 Authorised Representative.
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 Authorised Representative.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and the PPA.

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

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

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

(Signature, Name & Designation of the person authorised 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,

Chief General Manager (P&MM, IPC)

TSSPDCL,

6-1-50,

Corporate Office,

Mint Compound,

Hyderabad-500 063.

Dear Sir,

Sub: Response to RfS No. for 'Selection of Grid Connected Solar Photo Voltaic Projects' in the state of Telangana'

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

Audited annual accounts for the financial year 2012-13/2013-14 (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 3.5.2 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 INR. Crore) of the Member Company
Company1				

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: INR.--
-

-----Crore (Equity Commitment (%) * INR. [] 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 INR. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in INR. Crore)
Company1						

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 Authorised 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 (as per the methodology stated in section 3.5.2 of this RfS) 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- 6.7**Format for Disclosure**

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

Disclosure

1. We hereby declare and confirm as under:-

- i. That only we are participating in the RfS Selection process for the RfS No. _____ 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...and that in addition to our Bid, 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	Offered Capacity under each Bid in MW
1			
2			

Add/Delete the rows as applicable

Note – In case the Bidder is also separately participating in the RfS selection process (in addition to this response to the RfS) as a part of a different Bidding consortium or as a Bidding Company in line with the provisions of Clause 3.12.2 of this RfS, then in such a case the Bidder needs to provide the details for the same as per the above format.

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-6.8

Format for Technical Criteria

[On the letter head of Bidder]

(to be submitted separately for each Project)

To,

Chief General Manager (Comml & IPC)

TSSPDCL,

6-1-50,

Corporate Office,

Mint Compound,

Hyderabad-500 063.

Dear Sir,

Sub: Response to RfS No._for 'Selection of Grid Connected Solar Photo Voltaic Projects in the state of Telangana'

We hereby undertake to certify that the following details shall be furnished within 150 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.
- 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 Authorised person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the Solar Power Developer.
- iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.

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

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

FORMAT - 6.9

Declaration by the Bidder for the proposed technology tie-up

(To be submitted separately for each Project)

1	Name of Biding Company / Lead Member of Bidding Consortium	
2	Name of the Technology partner (if any)	
3	District and Location	
4	Capacity proposed MW
5	Technology proposed to be adopted for the Project	
6	Estimated Capacity Utilization Factor	%
7	Estimated Annual Generation of Electrical Energy	kWh
8	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 Authorised Signatory

Name of the Authorised Signatory

FORMAT- 6.10 (A)

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

**CGM Commercial
TSSPDCL,
6-1-50,
Corporate Office,
Mint Compound, Hyderabad-500 063.**

Sub: Response to RfS for "Selection of Solar PV developers for procuring 500 MW through tariff-based competitive bidding" vide RfS No.

.....

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for the following –

Offered Capacity in MW	
------------------------	--

I/ We agree that this offer shall remain valid for the period of Bid Validity as per clause 3.13 of this RfS or such further period as may be extended until signing of the PPA.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

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

FORMAT- 6.10(B)

Financial Bid

Subject: - Response to RfS No Dated for “Selection of Solar PV developers for procuring 500 MW through tariff-based competitive bidding”

Offered Capacity in MW	List of Preferred Interconnection Substations	
	Preference 1
	Preference 2
	Preference 3
	Preference 4
	Preference 5

Table 1: Tariff Option 1 (Bid Parameter shall be the Quoted Tariff)

Quoted Tariff in INR/kWh (figures)
------------------------------------	-------

Note: The above Table 1 shall be left blank if the Bidder choses Tariff Option 2

(OR)

Table 2: Tariff Option 2 (Bid Parameter shall be the Levelized Tariff computed as per Clause 4.1.3 (B) of the RFS

<p>Bidder shall specify Quoted Tariff for Tariff Year 1 only.</p> <p>Quoted Tariff for Tariff Year 1 shall be uniformly escalated by the below specified Escalation percentage (Esc %) to determine the Quoted Tariff for Tariff Year 2 till Tariff Year 10. Quoted Tariff for Tariff Year 11 till Tariff Year 25 shall be the same as the escalated Quoted Tariff for Tariff Year 10</p>	
Quoted Tariff for Tariff Year 1 (TY ₁)	
Escalation percentage (Esc %)	

Note: The above Table 2 shall be left blank if the Bidder choses Tariff Option 1

Note:

1. Quoted Tariff shall be quoted at Interconnection Point only in INR/kWh upto three (3) decimal places.
2. The Bidder would be required to upload Format -6.10 (B) as an MS-Excel file as per section 3.10 of this RfS
3. For a particular Financial Bid, Bidder shall choose one of Tariff Option 1 or Tariff Option 2 but NOT both. This means that Bidder shall propose to develop Offered Capacity at the Quoted Tariff corresponding to Tariff Option 1 or Tariff Option 2
4. The Bidder if selected as Successful Bidder pursuant to Clause 4.1 of this RfS shall develop the entire Offered Capacity at only one of the Interconnection Substations from the List of Preferred Interconnection Substations
5. Any Bid shall comprise of a single Technical Bid and a single Financial Bid

Authorised Signature:

Name:

Designation:

Name & Address of the Firm/Consortium

ANNEXURE- A**Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants**

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1 PV Module Qualification

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

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

- 1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. The PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2 Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2
Electromagnetic Compatibility (EMC)	IEC 6500 series-relevant parts
Electrical Safety	IEC 62109-1&2
Protection against Islanding of Grid	IEEE1547/UL1741

3 Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance (IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years).

4 Authorised Test Centres

The PV modules/ Power Conditioners deployed in the power plants shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which

such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5 Warranty

PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

6 Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25⁰C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7 Performance Monitoring

All grid Solar PV Power Plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to DISCOM or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to DISCOM or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8 Safe Disposal of Solar PV Modules:

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

ANNEXURE- B**Check list for Bank Guarantees**

S. No.	Details of Checks	Yes/No
1	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5	Is each page of BG duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6	Do the Bank Guarantees compare verbatim with the proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bid Document No./Specification No./LoI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

ANNEXURE – C**1. List of Banks for Insurance of Bank Guarantees against EMD and PBG**

A. SBI AND ASSOCIATES	C. OTHER PUBLIC SECTOR BANKS
	IDBI Bank Ltd.
1. State Bank of India	D. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America
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. Caylon Bank
6. State Bank of Patiala	5. Citibank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
B. OTHER 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. Credit Agricole Corporate and Investment Bank
8. Dena Bank	E. 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. HDFC Bank Ltd.
13. Punjab & Sind Bank	5. Yes Bank Ltd.
14. Syndicate Bank	6. Kotak Mahindra Bank
15. Union Bank of India	7. IndusInd Bank Ltd.
16. United Bank of India	8. Karur Vysya Bank
17. UCO Bank	<Intentionally left blank>
18. Vijaya Bank	<Intentionally left blank>
19. Bank of Baroda	<Intentionally left blank>

ANNEXURE – D

ANNEXURE-D1: Details of 132/33 kV Substations and associated 33/11 kV Substations

Refer to the attached file **Annexure D1_Telangana Solar RfS (List of Substations).pdf**

ANNEXURE-D2: Details of 220/132 kV Substations

Evacuation at 220/132 KV Sub-Stations						
SL.No	Name of the Substation	District	PTR Capacity in MVA	Feasible capacity for injection in MW	Whether the 220kV bay Provision for injection	Whether the 132kV bay Provision for injection
1	Shadnagar	Mahaboobnagar	300	143	Yes	Yes
2	Wanaparthly		260	124	No	No
3	Siddipet	Medak	200	95	Yes	Yes
4	Sadasivapet		100	48	Yes	Yes
5	Yeddumailaram		420	200	No	Yes
6	Miryalguda	Nalgonda	420	200	Yes	Yes
7	KM Pally		300	143	Yes	Yes
8	Bhonigir		200	95	Yes	Yes
9	Waddekothapally	Warangal	300	143	No	Yes
10	Durshed	Karimnagar	300	143	No	No
11	Jagityal		200	95	Yes	Yes
12	Nirmal	Adilabad	200	95	Yes	Yes
13	Mandamarri		100	48	Yes	Yes
14	Bhimgal		200	95	Yes	Yes
15	Kamareddy	Nizambad	200	95	Yes	Yes
16	Dichpally		360	171	No	No
17	Manuguru	Khammam	200	95	No	Yes
Total:				2024		

SOLAR RFS DOCUMENT

ANNEXURE-E

Illustration for computation of Levelized Tariff

Where

- Discount Factor is **Discount rate to be used for bid evaluation** specified by CERC vide Notification dated 07 October 2013 - **Annual Escalation Rates for Bid Evaluation (for bid opening up to 31.03.2014)**
- $1 \leq n \leq 25$

A		Unit	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
		Tariff Year	TY1	TY2	TY3	TY4	TY5	TY6	TY7	TY8	TY9	TY10	TY11	TY12	TY13	TY14	TY15	TY16	TY17	TY18	TY19	TY20	TY21	TY22	TY23	TY24	TY25	
B	Tariff quoted by Bidder for Tariff Year 1	Rs./Unit	4.00																									
C	Annual Escalation specified by Bidder till Tariff Year 10	%	3%																									
D	Tariff for each year	Rs./Unit	4.00	4.12	4.24	4.37	4.50	4.64	4.78	4.92	5.07	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22	5.22
E	Discount Factor (specified by CERC)	%	13.10%																									
$F_n = 1 / ((1+E)^{(A_n-1)})$	Discount Factors		1.00	0.88	0.78	0.69	0.61	0.54	0.48	0.42	0.37	0.33	0.29	0.26	0.23	0.20	0.18	0.16	0.14	0.12	0.11	0.10	0.09	0.08	0.07	0.06	0.05	
$G_n = D_n * E_n$	Discounted Tariff	Rs./Unit	4.00	3.64	3.32	3.02	2.75	2.51	2.28	2.08	1.89	1.72	1.52	1.35	1.19	1.05	0.93	0.82	0.73	0.64	0.57	0.50	0.44	0.39	0.35	0.31	0.27	
$H = \text{SUM}(G1:G25) / \text{SUM}(F1:F25)$	Levelized Tariff	Rs./Unit	4.65																									

