

**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 Power Developers in the State of Telangana for  
procuring 2000 MW through tariff based competitive  
bidding process

**RFS (Bid) No. TSSPDCL/01/LTSP/2015 dated 01  
April 2015**

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

**Issued by  
Southern Power Distribution Company of  
Telangana Limited (TSSPDCL)  
Hyderabad, Telangana  
Email: seipc@tssouthernpower.com  
Telephone 040- 23431008, 23431453**

**Date of Issue: 1<sup>st</sup> April 2015,**

**Bid Deadline 30<sup>th</sup> June 2015, 17:00 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 itself that the document is complete in all respects. Any discrepancy noticed in the document shall be intimated to the office of the Authorized Representative 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, the Authorized Representative, 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:** 1<sup>st</sup> April 2015

## 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](http://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 30<sup>th</sup> June 2015 (Bid Deadline) 17:00 Hours (IST). If it is a public holiday on 30<sup>th</sup> June 2015, 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, 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 Bidder(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	<b>CGM Commercial &amp; RAC 6-1-50, Corporate Office, Mint Compound, Hyderabad-500 063.</b>
3	Tender Number	<b>TSSPDCL/01/LTSPP/2015</b>
4	Tender Subject	Request for Selection (RFS) document for selection of Solar Power Developers in the State of Telangana for procuring 2000 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"> <li>• Tender Inviting Authority shall mean the same as Authorised Representative as per the Definitions in this RFS</li> <li>• Tender Documents shall mean the same as the RFS Documents as per the Definitions in this RFS</li> <li>• “Commercial Bid” or “Price Bid” shall mean the same as the Financial Bid as per the Definitions in this RFS</li> <li>• “PQ Bid” shall mean documents specified in Clause 3.11.1 (A)</li> <li>• “Technical Bid” shall mean the same as “Technical bid” as per the terms of the RFS</li> <li>• 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</li> </ul>

		<ul style="list-style-type: none"> <li>• “EMD/Bid Security” shall mean the same as the EMD as per the provisions of this RFS</li> </ul>
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 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 through demand draft in favor of MD, APTS Hyderabad towards corpus fund at the time of concluding agreement as per the provisions of this RFS
11	Transaction Fee and Corpus Fund Payable to	MD, APTS, Hyderabad.
12	Bid Document Download Start Date	1 <sup>st</sup> April 2015
13	Pre-bid meeting	10 <sup>th</sup> April 2015
14	Bid Document Download End Date	29 <sup>th</sup> June 2015, 17:00 Hours
15	Bid submission closing date i.e. Bid Deadline	30 <sup>th</sup> June 2015, 17:00 Hours
16	Prequalification bid opening	As per Clause 3.2 of this RFS
17	Technical Bid Opening	As per Clause 3.2 of this RFS
18	Financial Bid Opening	As per Clause 3.2 of this RFS
19	Place of Tender Opening	Hyderabad
20	Officer Inviting Bids/ Contact Person	Chief General Manager (Commercial & RAC)
21	Address/E-mail id	<a href="mailto:seipc@tssouthernpower.com">seipc@tssouthernpower.com</a>
22	Contact Details/Telephone, Fax	<p>Telephone: +91-40-23431008, 23431453</p> <p>Fax - +91-40-23431395</p> <p>For technical queries related to eProcurement, please contact Wayam Technologies on <b>040-44426250-56</b></p>

23	Procedure for Bid Submission	<p>The Bidder shall submit response to the tender on eProcurement platform at <a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a> by following the procedure given below.</p> <p>The Bidder would be required to register on the e-procurement market place <a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a> 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><b>M/s Vayam Technologies Ltd., Plot No.107, 1st Floor, Lumbini Enclave, Near Hotel Urvasi, Opp. NIMS, Panjagutta, Hyderabad Ph no: 040-44426250/51</b></p> <p><a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a>.</p> <p>2. Digital Certificate authentication: The Bidder shall authenticate the Bid with 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>
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		<p>Any other Registration Authority in India. The city-wise list of RAs is available by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website "<a href="https://www.tcs-ca.tcs.co.in/mca21/index.jsp">https://www.tcs-ca.tcs.co.in/mca21/index.jsp</a>"</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. (Timelines specified in Clause 3.2 of the 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/RTGS particulars 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 government.</p>
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		<p>Other conditions as per the RFS are applicable.</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. Service tax as applicable + 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 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 the system. Such invalid Bids will not be available to the Authorised Representative for processing the Bids. The Authorised Representative is not responsible for incomplete Bid submission by the Bidders.</p>
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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 tender documents i.e. RFS 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 i.e. commercial template</p> <p>2: Note: Financial Bid attached at commercial stage i.e. under commercial template only 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"> <li>1. Financial Bids shall be uploaded at the commercial stage available on the eProcurement platform which has an encryption facility</li> <li>2. The Bidder SHALL NOT submit two versions of the same Financial Bid. The Authorised Representative will only open the file specified in the “PQ Template” or “Technical Template”</li> <li>3. In case the Authorised Representative finds multiple versions of the same Financial Bid, such Bids are liable for rejection by the Authorised Representative</li> </ol>

# 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 2000 MW (approx.) 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 2000 MW (approx.). Bidders declared as Successful Bidder based on this RFS shall sign Power Purchase Agreement (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 the Appropriate Commission 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 nine districts of the state of Telangana, 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 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
- 1.1.7 The DISCOMS intend to encourage distributed generation across the nine districts of Telangana and have accordingly formulated the allocation process detailed in the RFS. The Authorized Representative reserves the right to change the allocation limits for total Requisitioned Capacity, Capacity Limit for District, Capacity Limit for 33 kV Injection Voltage (Group 1), Capacity Limit for EHT Injection Voltage of 132 kV and 220 kV (Group 2) at any time during the Bid process without assigning any reasons whatsoever. Details related to Requisitioned Capacity are specified in this Scope of Work section of the RFS.

## **1.2 Background**

- 1.2.1 Telangana has more than 300 sunshine days with average solar insolation of nearly 5.0 kWh/m<sup>2</sup>. 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 about 2000 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:

**“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;

**“Aggregate Allocated Capacity”** shall mean the sum total of Allocated Capacities under each Financial Bid corresponding to a single Bid submitted by the Bidder

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

**“Appropriate Commission”** shall mean 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 and Annexure D of this RFS

**“Bid”** shall mean the Technical Bid submitted by the Bidder as per the Clause 3.11.1 (B) and Financial Bid(s) submitted by the Bidder as per Clause 3.6 and Clause 3.11.1 (C) 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

**“Bid Capacity”** shall mean the sum of all Offered Capacities across multiple Financial Bids corresponding to a single Bid submitted by the Bidder

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

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

**“Bidding Firm”** shall refer to such single partnership Firm that has submitted the Bid in response to this RFS. Sole proprietorship participating in this Bid process and that has submitted the Bid in response to this RFS shall also be referred to as Bidding Firm

**“Bidding Individual”** shall refer to such Individual who has submitted the Bid in response to this RFS

**“Bidding Consortium” or “Consortium”** and **Bidding Consortium of Companies/Bidding Consortium of Firms/Bidding Consortium of Individuals/Hybrid Consortium** shall refer to a group of Companies or Firms or Individuals 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 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

**“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;

**“Ceiling Tariff”** shall mean

<p><b>Group 1 Bids</b>  <i>Bidders injecting at 33 kV level and shall include Bidders injecting at 33 kV side of 33/11 kV Interconnection Substation or 33 kV side of 132/33 kV Interconnection Substation</i></p>	<p>Ceiling Tariff is Rs 6.4500/kWh</p>
<p><b>Group 2 Bids</b>  <i>Bidders injecting at EHT voltages of 132 kV and 220 kV and shall include Bidders injecting at 132 kV side</i></p>	<p>Ceiling Tariff is Rs 6.3200/kWh</p>

*of 132/33 kV Interconnection Substation or 220 kV side or 132 kV side of 220/132 kV Interconnection Substation or 220 kV side of 400/220 kV Interconnection Substation*

Any Bids exceeding the Ceiling Tariff corresponding to each Group shall be summarily rejected and hence Bidders must necessarily specify Quoted Tariff which shall not be greater than the Ceiling Tariff.

**Explanation:** The solar power purchased under this Bid process is targeted for consumption at 33 kV and/or lower voltages of the DISCOMS. Injection at higher voltages by the Projects selected hereunder, will translate into financial impact for the DISCOMS.

At the approved transmission losses of 4.01% (for year FY 2016-17, when the Solar Projects selected under this Bid process are expected to be commissioned), for every 1.000 kWh of power required at the consumption voltage level (33 kV), 1.0401 kWh of solar power needs to be procured at the EHT level. This translates into additional financial cost of about 26 paisa/kWh assuming cost of solar power as Rs 6.450/kWh. Of the above additional cost, the DISCOMS intend to recover 50% i.e, 13 paisa/kWh (irrespective of any future variations in transmission losses) from the Group 2 Bidders injecting at EHT voltages.

Therefore the DISCOMS have set a separate Ceiling Tariff for Group 1 and Group 2 Bidders.

“**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.

“**Conflict of Interest**” A Bidder may be considered to be in Conflict of Interest with one or more Bidders in the same Bid process under this RFS, if they have a relationship with each other, directly or indirectly through a common Company/Individual/Firm, that puts them in a position to have access to information about or influence the Bid of another Bidder

“**Contracted Capacity**” shall have the same meaning as assigned to in the PPA; Contracted Capacity shall not change during the tenure of 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 Companies 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;

**“EMD”** shall have the same meaning as provided in Clause 3.7.1 of this RFS

**“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;

**“Firm”** shall mean a partnership firm registered under the Indian Partnerships Act, 1932 and as amended from time to time. A sole proprietorship registered under the Indian Partnerships Act, 1932 shall also be referred to as Firm

**“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;

**“Group 1 Bids”** shall mean those Bids specifying injection at 33 kV level and shall include Bidders injecting at 33 kV side of 33/11 kV Interconnection Substation or 33 kV side of 132/33 kV Interconnection Substation

**“Group 2 Bids”** shall mean those Bids specifying injection at EHT voltages of 132 kV and 220 kV and shall include those injecting 132 kV side of 132/33 kV Interconnection Substation or 220 kV side or 132 kV side of 220/132 kV Interconnection Substation or 220 kV side of 400/220 kV Interconnection Substation

**“Inter-connection Point / Injection Point”** shall mean the point at 220 kV bus of 400/220 kV Substation or 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 distribution Substation where the power from the Solar PV Project is injected into the Telangana state transmission/distribution system as applicable.

Metering shall be done at this Interconnection Point where the power is injected into the Telangana 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 Successful Bidder and the Authorised Representative for connecting the Solar PV Project to the state transmission/distribution system, pursuant to the evaluation process specified in this RFS. Interconnection Substation shall be finalized between the Authorized Representative and the Successful Bidder pursuant to the evaluation and allocation process specified in this RFS and shall be incorporated in the LOI and no change shall be allowed thereafter.

**“Individual”** shall mean a natural person who is of minimum 18 years of age and includes Indian as well as Foreign Nationals.

**“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; Lead Member and all related provisions in this RFS, unless explicitly specified, shall apply mutatis mutandis to both Bidding Consortium of Companies as well as Bidding Consortium of Firms

**“Lenders”** shall mean the financial institutions, banks except co-operative banks, multilateral lending agencies, public trusts, funds (which are registered under SEBI) and agents of trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Solar Power Developer under any of the Financing Agreements, for meeting all or any part of the total Project cost and who hold parri passu charge on the assets, rights, title and interests of the Solar Power Developer.

**“Lenders’ Representative”** shall mean the person duly authorized by the Lenders to act for and on behalf of the Lenders with regards to matters arising out of or in relation to this Agreements and includes its successors, assignees and substitutes.

**“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”** or simply the **“List”** shall have the same meaning as assigned to in Clause 3.6 of the RFS

**“Limited Liability Partnership” or “LLP”** shall mean an entity governed by Limited Liability Partnership Act 2008 or as amended from time to time. LLPs are eligible for participation and all provisions in this RFS that are applicable to Bidding Firms shall apply mutatis mutandis to LLPs

“**Net Worth**” shall have the same meaning as assigned to in Clause 3.5.2 (ii) of this RFS

“**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 under a single Bid. Offered Capacity shall be in AC terms. Offered Capacity shall be specified in whole number only.

“**Member in a Bidding Consortium**” or “**Member**” shall mean each Company in a Bidding Consortium. Member in a Bidding Consortium of Companies shall be a Company and Member in Bidding Consortium of Firms shall be a Firm and a Member in Bidding Consortium of Individuals shall be an Individual. Member in a Hybrid Consortium shall be an Individual/Firm/Company

“**MW**” shall mean MegaWatts

“**Parent**” shall mean a Company, which holds 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 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 Bidder and subsequently 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, which includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, 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; After the expiry of PPA, facilities and Infrastructure including all equipment installation at the bay extension developed by the SPD for Interconnection at the Interconnection point of the Interconnection Substation have to be handed over to the licensee concerned at a depreciated value as approved by the commission in case the agreement has been terminated or expired, however the lines from the project to the interconnection point can be retained by the SPD.

“**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 such firm Tariff specified by the Bidder which shall be applicable for each Tariff Year for the entire term of the PPA.

“**Qualified Bidder**” shall mean the Bidder (s) who, after evaluation of their Technical Bid(s) as

per Clause 4.1.2 of the RFS meet the Qualification Requirements and hence stand qualified for opening and evaluation of their Financial Bid(s);

**“Qualification Requirements”** shall mean the General Eligibility Criteria, Technical Eligibility Criteria and Financial Eligibility Criteria specified under this RFS

**“General Eligibility Criteria”** shall mean provisions of Clause 3.5.1 of this RFS

**“Financial Eligibility Criteria”** shall mean provisions of Clause 3.5.2 of this RFS

**“Technical Eligibility Criteria”** shall mean provisions of Clause 3.5.3 of this RFS

**“RFS Documents”** shall mean the RFS document issued by Authorised Representative including the PPA and all attachments vide RFS no. **TSSPDCL/01/LTSP/2015** dated 1 April 2015 for ‘Selection of Grid Connected Solar Photo Voltaic Projects’ in the Telangana state and shall include any modifications, amendments, alterations or clarifications thereto.

**“Requisitioned Capacity/Capacity Limit for District/Capacity Limit for Group 1 Bids/Capacity Limit for Group 2 Bids”** shall refer to Clause 3.4.3 of the RFS

**“Scheduled Commercial Operation Date (SCOD) or Scheduled date of Commercial Operations”** shall mean the date of respective Unit(s) of the Solar PV Project where upon the SPD is required to start injecting power from the Project to the Delivery Point and shall be as specified in Clause 3.4.1 point (4) of this RFS

**“TSERC/SERC”** shall mean the Telangana 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 Successful Bidder, pursuant to the provisions of this RFS, with which the DISCOM has executed the PPA for development of solar Project(s) as per the terms and conditions specified in RFS Documents;

**“Tariff Year”** shall mean the each period of twelve (12) months commencing from the COD. The last Tariff Year shall end on the date of expiry or termination of the PPA as applicable

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

***“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 Bid process are required to submit their Bids in response to this RFS document along with a non-refundable Bid Processing Fee of Rupees Ten Thousand (Rs 10,000/-) per MW of Offered Capacity subject to a maximum of Rs One Lakh (Rs 1,00,000) for each Bid. The non-refundable Bid Processing Fee shall be inclusive of service taxes.
- 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. Any Bidder will be eligible to participate in the Bid 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, along with the Covering Letter as per Format 6.1 (PQ) within the timelines mentioned in Clause 3.2 of the RFS

#### 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 Bid shall be accepted beyond the Bid Deadline.

S. No.	Event	Schedule
1	Date of issue of RFS and PPA	01 April 2015
2	Bid Document Download Start Date	01 April 2015
2	Pre-Bid meeting	10 April 2015

S. No.	Event	Schedule
3	Revision of RFS and PPA and issue of revised RFS and PPA if any	09 June 2015
4	Bid document download end date	30 June 2015 15:00 Hours
5	Bid Deadline i.e. Last Date and Time for submission of Bids	30 June 2015 17:00 Hours
7	Submission of hard copies of EMD and Bid Processing Fee	01 July 2015 17:00 Hours
8	Opening of Prequalification Bid	02 July 2015
9	Opening of Technical Bids	06 July 2015
11	Opening of Financial Bids	20 July 2015
12	Issue of LoI to Successful Bidders	31 July 2015
13	Signing of PPA	On or before 31 August 2015

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 General conditions related to Bid submission

3.3.1 The following conditions shall apply:

- a) Any Company including its Parent/Affiliate/Ultimate Parent/Group Company can submit only one Bid in this Bid process. No Company can participate in this Bid process as a Bidding Company and Member of Bidding Consortium of Companies or Member of Hybrid Consortium.
- a) Any Firm can submit only one Bid as a Bidding Firm in this Bid process. No Firm can participate in this Bid process as a Bidding Firm and Member of a Bidding Consortium of Firms or as a Member of Hybrid Consortium. Further no two Bidding Firms participating in this Bid process shall have common partners.
- b) Any Individual can submit only one Bid as a Bidding Individual in this Bid process. No Individual can participate in this Bid process as Bidding Individual and partner in a Bidding Firm/Bidding Consortium of Firms or Member of Hybrid Consortium.
- c) Any entity cannot simultaneously participate in this Bid process under this RFS as Bidding Individual, partner in a Bidding Firm or Consortium of Bidding Firms, shareholder in Bidding Company or shareholder in Member of Consortium of Companies or Member in Hybrid Consortium, and all Bidders shall provide relevant disclosure as specified in Format 6.7 of the RFS
- d) No two Consortiums participating in this Bid shall have common Lead Member or other Members

- e) Bidders in Conflict of Interest with one another shall be liable for disqualification/rejection under the sole discretion of the Authorized Representative. Bidder shall make relevant disclosures as specified in Format 6.7 of this RFS.

3.3.2 The Bidders shall take note of Available Capacity at each Substation while specifying Offered Capacity. In case the Offered Capacity is greater than Available Capacity of any Interconnection Substation in the List provided by the Bidder, the Offered Capacity shall be curtailed to the minimum of Available Capacity at each of the Interconnection Substations in the List provided by the Bidder for the First Round of Allocation as per Clause 4.1.3 (C) of the RFS and the balance capacity shall be considered for Second Round of Allocation under Clause 4.1.3 (C).

For the sake of illustration, if the Bidder has specified Offered Capacity as 50 MW and as per the List notified by the Authorized Representative at the time of issue of RFS, Available Capacity at is 60 MW, but Available Capacity at Preference 1 is 10 MW, then Offered Capacity as 10 MW will be considered for First Round of Allocation and the balance 40 MW will be moved to Second Round of Allocation. This modification of Offered Capacity shall be carried out prior to commencement of allocation process as described in Clause 4.1.3 of this RFS

### 3.4 Project Scope and Technology Selection

Selection of Solar PV Projects for capacity up to 2000 MW (approximate) is expected through this RFS. However there is a limit 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 Requisitioned Capacity of 2000 MW 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	Requisitioned Capacity	2000 MW. The Authorised Representative reserves the right to increase or reduce the Requisitioned Capacity by any quantum without assigning reasons whatsoever Clause 3.4.3 of the RFS has details related to the

S.No.	Scope	Details
		Requisitioned Capacity
3.1	Maximum Bid Capacity (MW)	Not Applicable
3.2	Minimum Bid Capacity (MW)	Minimum Bid Capacity is 2 MW since the minimum injection allowed at 33 kV level is 2 MW
4	Scheduled Commercial Operation Date (SCOD)	<p>Twelve (12) Months from date of signing of PPA i.e. Effective Date for Group 1 Projects injecting at 33 kV level</p> <p>Fifteen (15) months from date of signing of PPA i.e. Effective Date for Group 2 Projects injecting at EHT system of 132 kV and 220 kV level</p> <p>A one-time incentive for early commissioning of Projects before the Scheduled COD is applicable as specified in the PPA.</p>
5	Interconnection Point	Shall be finalized pursuant to Clause 4.1.3 of this RFS
6	Arranging Transmission Access	<p>i. The SPD shall be wholly responsible for arranging transmission access from the station switchyard of the Project up to the Interconnection Point.</p> <p>ii. The Project should be designed for interconnection with the distribution/transmission network of DISCOM or Telangana TRANSCO at voltage level of 33 kV or 132 kV or 220 kV.</p> <p>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.</p> <p>iv. The estimation of evacuation line including necessary infrastructure and metering equipment shall be carried out by the TRANSCO/DISCOM authorities. The SPD shall execute works as per the estimate sanctioned by the TRANSCO/DISCOM authorities.</p>

S.No.	Scope	Details
		<p>v. The interconnection line from Project switchyard to the Interconnection Substation has to be constructed and maintained by the SPD at his cost. The entire cost of transmission including 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. In addition to the above, for all EHT Interconnection Substations of 132/33 kV, 220/132 kV and 400/200 kV, the SPD shall invariably pay land cost for bays whether existing or to be constructed, to TSTRANSCO</p> <p>vi. 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> <p>vii. Protocol for SCADA architecture/specification and AMR shall be made available on the website. The SPD shall comply with these protocols</p>
7	Tariff Payment	<p>The SPD shall be entitled to receive the Tariff payments computed in the following manner –</p> <p>Tariff for each Tariff Year for the entire tenor of the PPA shall be the Quoted Tariff</p>
8	Financial closure, synchronisation, commissioning, commercial operation, billing, payment etc.	<p>Please refer to the enclosed PPA format. The SPD shall sign PPA as per Clause 3.8 of this RFS.</p> <p>Bidders may refer to the draft PPA provided with this RFS for detailed provisions.</p>
9	Clearances for implementing the Project	<p>The SPD is solely responsible for obtaining necessary clearances and permits as required for setting up the Solar PV Power Projects.</p> <p>Benefits available for solar projects under the Integrated Solar Policy 2015 of Telangana shall be applicable for Projects selected through this Bid process. The solar policy is available on the website of TSDISCOMS.</p>

### 3.4.2 Available Capacity at Interconnection Substations

The list of available Interconnection Substations is provided as Annexure-D. Given this requirement, the Offered Capacity specified by the Bidder under the Financial Bid, shall be within the following limits

S. No.	Interfacing/grid substation (Inter-connection point)	Injection Voltage level (AC)	Injection capacity at Substation (MW)
1	33/11 kV	33 kV	2 to 8
2	132/33 kV	33 kV	9 to 15
3	132/33 kV	132 kV	16 to 50
4	220/132 kV	132 kV	16 to 50
5	220/132 kV	220 kV	41 to 100
6	400/220 kV	220 kV	51 to 150

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 33 kV 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 case the Successful Bidder connects to 220 kV side of 400/220 kV Interconnection Substation, then the Available Capacity for the Interconnection Substation shall stand reduced by the capacity allocated to the Successful Bidder.
5. 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. This cascading effect shall apply to 132/33 kV Interconnection Substations and the connected downstream 33/11 kV Interconnection Substations
6. The estimation of evacuation line including necessary infrastructure and metering equipment shall be carried out by the TRANSCO/DISCOM authorities. The Bidder shall execute works as per the estimate sanctioned by the TRANSCO/DISCOM authorities.

In case the Project connects to a 33/11 kV Interconnection Substation where Available Capacity is subject to bay extension and bay extension is not feasible, then the SPD shall procure land and undertake bay extension at its own cost.

Further, in case the Project connects to EHT Interconnection Substations of 132/33 kV, 220/132 kV and 400/200 kV, the SPD shall invariably pay land cost for bays whether existing or to be constructed, to TSTRANSCO

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

### 3.4.3 Requisitioned Capacity

The Authorized Representative has formulated the RFS and allocation process with the purpose of serving the following twin objectives:

- a) Encourage distributed generation and solar capacity additions in the nine districts of Telangana
- b) Promote injection at 33 kV level so that the solar power generated is consumed locally and there is no additional burden on the system

In order to achieve the above objectives, the Authorized Representative proposed the following cap on Requisitioned Capacity

District	Capacity Limit for District	Capacity Limit for Group 1 Bids with injection at 33 kV level i.e. injection at 33 kV side of 33/11 kV Interconnection Substation or 33 kV side of 132/33 kV Interconnection Substation in MW	Capacity Limit for Group 2 Bids with injection at EHT system i.e. injection at 132 kV side of 132/33 kV Interconnection Substation or 220 kV side or 132 kV side of 220/132 kV Interconnection Substation or 220 kV side of 400/220 kV Interconnection Substation in MW
Mahabubnagar	400	100	300
Medak	500	100	400
Nalgonda	600	150	450
RangaReddy South	100	25	75
Warangal	300	100	200
Karimnagar	300	75	225
Khammam	200	50	150
Nizamabad	400	100	300
Adilabad	200	50	150

Requisitioned Capacity	2000	500	1500
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The Authorized Representative reserves the right to change the Requisitioned Capacity as specified above i.e. Total Requisitioned Capacity and/or Capacity Limit for District and/or Capacity Limit at 33 kV (Group 1) and/or Capacity Limit at EHT voltages of 132 kV and 220 kV (Group 2) at any time during the Bid process without assigning any reasons whatsoever.

#### 3.4.4 Segregation of Bids into Group 1 and Group 2

- (a) Bids received shall be segregated into Group 1 Bids and Group 2 Bids depending on the Injection Substation specified in the Financial Bids
- (b) A single Bidder can submit a Bid both for Group 1 and Group 2, but such Financial Bids shall be evaluated separately as specified in Clause 4.1.3 of this RFS
- (c) Technical eligibility criteria shall be the same for both Group 1 and Group 2 and there shall be no distinction in technical evaluation for Group 1 and Group 2 Bids
- (d) Evaluation process and allocation shall be carried out separately for Group 1 and Group 2 Bids as specified in Clause 4.1.3 of this RFS
- (e) Requisitioned Capacity for Group 1 Bids is 500 MW and Requisitioned Capacity for Group 2 Bids is 1500 MW

### 3.5 Qualification Requirements

Evaluation of Bids will be based on meeting the general, prequalification (PQ), financial and technical qualification requirements as specified in this RFS. 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. Firms formed in India under the Partnerships Act 1932 as amended from time to time. Firms are eligible for participation upon mandatory submission of deed of partnership as per the Partnerships Act, 1932 failing which the Bid shall be liable for rejection. Bidding Firms corresponding to Group 2 Bids must necessarily form a Project Company (ies) for implementing Project(s) if selected as Successful Bidder pursuant to the provisions of this RFS. Such Project Company (ies) must be registered under the Companies Act, 2013, keeping the original partnership structure of the Bidding Firm unchanged, i.e. original partners shall become shareholders of the Project Company. However, this condition is not applicable to Bidding Firms corresponding to Group 1 and Bidding Firms corresponding to Group 1 may implement the Projects without forming a Project Company. Limited Liability Partnerships (LLPs), both Indian as well as foreign are eligible to participate and all provisions in this RFS related to Bidding Firms shall apply mutatis mutandis to Limited Liability Partnerships.

- iii. Individuals can also submit their Bid in response to this RFS. Individuals are eligible for participation only upon mandatory submission of Income Tax returns for the past four financial years, failing which the Bid shall be liable for rejection. Individuals participating in this RFS shall mandatorily submit a self-attested copy of proof of photo-identification (Driving License/Passport/Aadhar Card/Any other identity card issued by GoI/GoTS) and address proof to his place of permanent residence. Foreign Individuals participating in this RFS shall mandatorily submit their self-attested copy of the Passport. An Individual can submit only one Bid as a Bidding Individual in this Bid process. Bidding Individual who correspond to Group 2 must necessarily form a Project Company for implementing the Project with the Bidding Individual as the shareholder owning 100% of paid up share capital and voting rights in such Project Company. However, this condition is not applicable to Bidding Individuals corresponding to Group 1 and Bidding Individuals corresponding to Group 1 may implement the Projects without forming a Project Company.
- iv. Bidding Consortium of Companies with only one of the Companies as Lead member and the other companies as Members of the Consortium. Consortium of Companies 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 structure of the Bidding Consortium of Companies as proposed in the Consortium Agreement unchanged. In case multiple Projects are proposed to be developed by such Consortium, separate Project Companies can be formed for each Project. The Lead Member of the Bidding Consortium of Companies must mandatorily be a Controlling Shareholder owing more than 51% of paid up share capital and voting rights in the Consortium of Companies subsequently the Project Company(ies) that would be incorporated subsequent to selection as Successful Bidder pursuant to the provisions of the RFS.
- v. Bidding Consortium with only one of the Firms as Lead member and the other Firms as Members of the Consortium. Consortium of Firms shortlisted based on this RFS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 before signing of PPA, keeping the original shareholding structure of the Bidding Consortium of Firms as proposed in the Consortium Agreement intact in the Project Company. In case multiple Projects are proposed to be developed by a Consortium, separate Project Companies can be formed for each Project. The Lead Member of the Bidding Consortium of Firms must mandatorily be a Controlling Shareholder owning more than 51% of paid up share capital and voting rights in the Consortium of Firms and subsequently the Project Company(ies) that would be incorporated subsequent to selection as Successful Bidder pursuant to the provisions of the RFS. Each participating Member Firm in the Consortium of Firms must mandatorily submit partnership deed as per Partnerships Act, 1932 to be eligible for participation under this RFS
- vi. Bidding Consortium with only one of the Individuals as Lead member and the other Individuals as Members of the Consortium. Consortium of Individuals shortlisted based on this RFS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 before signing of PPA, keeping the shareholding structure proposed in the Consortium Agreement intact in the Project Company. In case multiple Projects are proposed to be developed by a Consortium, separate Project Companies can be formed for each Project. The Lead Member of the Bidding Consortium of Individuals must mandatorily be a Controlling Shareholder owing more than 51% of paid up share capital and voting rights

- in the Consortium of Individuals and subsequently the Project Company(ies) that would be incorporated subsequent to selection as Successful Bidder pursuant to the provisions of the RFS. Each participating Individual in the Consortium of Individuals must mandatorily submit Income Tax Returns for the past four financial years to be eligible for participation under this RFS.
- vii. A foreign company can also participate on standalone basis or as a Member of Consortium at the RFS stage. But before signing of PPA, any foreign Bidding Company corresponding to Group 2 must necessarily form an Indian Company registered under the Companies Act, 2013, keeping the original shareholding of the foreign company unchanged. However, this condition is not applicable to foreign Bidding Companies corresponding to Group 1 and foreign Bidding Companies corresponding to Group 1 may implement the Projects without forming a Project Company
  - viii. A foreign partnership firm can also participate on standalone basis or as a Member of a Consortium . But before signing of PPA, all Foreign Bidding Partnerships corresponding to Group 2 must necessarily form an Indian Company registered under the Companies Act, 2013, keeping the original partnership structure of the Bidding Firm/Consortium of Firms unchanged. However, this condition is not applicable to Foreign Bidding Firms corresponding to Group 1 and Foreign Bidding Firms corresponding to Group 1 may implement the Projects without forming a Project Company.
  - ix. A foreign Individual can also participate on standalone basis or as a Member of a Consortium . But before signing of PPA, foreign Bidding Individual corresponding to Group 2, must necessarily form an Indian Company registered under the Companies Act, 2013, with the foreign Bidding Individual as shareholder owning 100% of paid up share capital and voting rights. However, this condition is not applicable to Foreign Bidding Individuals corresponding to Group 1 and Foreign Bidding Individuals corresponding to Group 1 may implement the Projects without forming a Project Company
  - x. 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, 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 may be formed for each Project.
  - xi. 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.
  - xii. A Consortium can be formed with one or more Members as Individuals, Firms or Companies which are either Indian or foreign, i.e, Hybrid Consortia are eligible for participation in

this RFS. However any Consortium (Hybrid/otherwise) selected under this RFS must necessarily form a Project Company for executing the PPA and implementing the Projects. In case multiple Projects are proposed to be developed by such Consortium, separate Project Companies can be formed for each Project. In case of Hybrid Consortium, the Lead Member of such Bidding Consortium must mandatorily be a Controlling Shareholder owning more than 51% of paid up share capital and voting rights in the Hybrid Consortium and subsequently the Project Company(ies) that would be incorporated subsequent to selection as Successful Bidder pursuant to the provisions of the RFS.

- xiii. As provided in this RFS, Group 1 Bidders which are declared successful and which elect to implement the Project without forming a Project Company shall notify the Authorized Representative about such decision to carry out the Project without forming a Project Company on or before the date of signing of PPA. Conditions related to monitoring of project progress as detailed out in the PPA shall apply to such Solar Power Developers.
- xiv. All Bidders selected as Successful Bidders pursuant to the evaluation and allocation process specified in this RFS shall undertake equity infusion in the Solar Power Developer as follows:
  - a) INR 0.30 Crores/MW of Contracted Capacity on or before PPA execution
  - b) Additional INR 0.75 Crores/MW of Contracted Capacity on or before Financial Closure
  - c) Balance INR 0.45 Crores/MW of Contracted Capacity on or before COD of the Project.

### 3.5.2 Financial Eligibility Criteria

#### Net Worth

- i. The Net Worth of the Bidder should be equal to or greater than the value calculated at the rate of Rupees **One Crore Fifty Lakhs per MW (INR 1.5 Crore per MW)** of the Bid Capacity. Bids not meeting this Net Worth requirement shall be summarily rejected.
- ii. Net Worth shall be calculated along the following lines for participating Firms, Companies and sole proprietorships

#### Net Worth

- = Paid up Equity share capital for Companies  
(or)  
Partner's Capital for Firms  
(or)  
Proprietor's Capital Account in case of sole proprietorship Firm
- 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
- c) Share application money will not be considered for Net Worth computation

Note: Non-Convertible Debentures allotted to Registered Foreign Portfolio Investors (RFPI) under the “FEMA 20” Regulation issued by the RBI shall be allowed for computation of Net Worth, only upon mandatory submission of documentary evidence of valid certificate of registration of RFPI from SEBI and also a Chartered Accountant certificate clearly certifying the quantum of Non-Convertible Debentures and the compliance of the entity demonstrating Net Worth with all the conditions specified by “FEMA 20” Regulation and other applicable regulations.

Net Worth for participating Individuals shall be calculated as follows:

The following components of Net Worth shall be allowed for Individuals and any other source/component of Net Worth other than those specified hereunder shall be disallowed:

- 1) Fixed deposits accompanied by a signed and stamped statement from the issuing bank. and/or
- 2) Immoveable Property which shall be mandatorily accompanied by a valuation report issued by a registered valuation firm/valuator which is dated not more than one (1) month prior to the Bid Deadline and/or
- 3) Savings account balance as on the date which is not more than seven (7) days prior to the Bid Deadline which shall mandatorily be accompanied by a bank statement signed and stamped by the issuing bank and/or
- 4) Any other item declared in the Income Tax Return filings for the year FY 2014-15/FY 2013-14.

The participating Individual i.e. Bidding Individual as well as Member of a Bidding Consortium of Individuals or Member of a Hybrid Consortium shall submit a certificate from a Chartered Accountant clearly showing the various components of Net Worth used and the overall Net Worth computation.

- iii. In case of Bidding Company/Bidding Consortium of Companies/Member Company in the Hybrid Consortium, 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/ Firm/Consortium of Firms/Consortium of Companies/Company Member in Hybrid 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. **2011-12, 2012-13, 2013-14 and 2014-15 (if available)**. The Bidder shall submit a Net Worth certificate from a Chartered Accountant 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 **2011, 2012, 2013 and 2014** or any other accounting year as followed by the law of the respective country. For the purpose of conversion of Net Worth from foreign currency to Indian Rupee, exchange rate shall be the SBI TT buying rate prevailing as on the date which is not more than seven (7) days prior to the Bid Deadline.
- v. However, for new as well as existing Companies/Firms, the Net Worth criteria can also be met as on the day not more than seven days prior to the Bid Deadline by the Company/ Firm. To demonstrate fulfilment of this criteria, the Company/ Firm 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 for a period which is seven (7) days prior to the Bid Deadline. For the sake of clarity if the Bid Deadline is 15 April 2015, then the certificate from Chartered Accountant and other supporting documents specified in this clause shall correspond to a date not earlier than 09 April 2015. This provision shall be applicable for Companies/Firms which are Parents/Affiliate/Ultimate Parents of the Bidder whose financial capabilities are used by the Bidder for the purpose of seeking qualification.
- vi. An Individual shall be required to submit Income Tax returns for the last four financial years i.e. 2011-12, 2012-13, 2013-14 and 2014-15. The Individual shall submit a Net Worth certificate from a Chartered Accountant to demonstrate fulfilment of **the criteria**. In case of foreign Individuals, for the purpose of conversion of Net Worth from foreign currency to Indian Rupee, exchange rate shall be the SBI TT buying rate prevailing as on the date which is not more than seven (7) days prior to the Bid Deadline.
- vii. If the Bid is submitted by a Consortium of Companies/Firms/Individuals or in case of Hybrid Consortium, then the following conditions shall apply
- a) Lead Member of the Consortium of Companies/Firms/Individuals/Hybrid Consortium must necessarily meet minimum Net Worth requirements in proportion of participation in the Consortium. For the sake of clarity, if the Lead Member's equity participation in the Consortium is 60%, then the Lead Member must demonstrate Net Worth of atleast INR 0.9 Crores per MW of Bid Capacity. Further, as clarified in the General Eligibility Criteria, equity participation from the Lead Member cannot be less than 51%
  - b) The Consortium of Companies/Firms/Individuals/Hybrid Consortium as a whole, shall meet the minimum Net Worth requirement of INR 1.5 Crores per MW of Bid Capacity. However, there are no minimum Net Worth requirements on the other Members of the Consortium of Companies/Firms/Individuals/Hybrid Consortium, provided, however the

- Consortium as a whole meets the minimum Net Worth requirements of INR 1.5 Crores per MW of Bid Capacity.
- c) Annual audited accounts, Certificate from Chartered Accountant and all related documents mentioned in this RFS, which are required to be submitted in support of meeting Financial Eligibility Criteria, shall be submitted by each Member of the Consortium of Companies/Firms/Individuals/Hybrid Consortium, including the Lead Member.
  - d) The above sub-provisos a), b) and c) shall apply mutatis mutandis to Bidding Consortium of Firms and Bidding Consortium of Individuals, where the Lead Firm/Lead Individual which shall act as the Lead Member of the Consortium of the Firms/Individuals shall be clearly specified in the Consortium Agreement. The above sub-provisos a), b) and c) shall apply mutatis mutandis to Hybrid Consortium where Individual/Firm/Company shall act as the Lead Member
- viii. 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 in the Consortium Agreement 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 and paid up share capital) shall not change from Bid Deadline upto One (1) Year after the COD of the Project. This condition shall be applicable for Bidding Consortium of Companies, Bidding Consortium of Firms, Bidding Consortium of Individuals and Hybrid Consortiums. Consortium of Firms/Individuals/Hybrid Consortium shall select one such Lead Member and specify the same in the Consortium Agreement and provisions related to Controlling Shareholding shall be applicable to such Lead Member.
- ix. 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.
- x. 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).

### 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, 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 (A) Bidders shall quote tariff for Offered Capacity as per Clause 3.6.2 and upon selection as Successful Bidder pursuant to the evaluation and allocation process specified in this RFS, the Successful Bidder shall develop Project(s) inline with the number of Interconnection Substations.
- 3.6.2 (B) It shall be noted that the Quoted Tariff shall not exceed the Ceiling Tariff as specified in the RFS. Any Bid not meeting this condition shall be summarily rejected and will not be considered for further evaluation/allocation.
- 3.6.3 Bidder(s) shall submit their Financial Bid(s) as per Format 6.10 A and 6.10 B of this RFS. More than one Financial 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 Financial Bids
- a) In case the Bidder intends to offer multiple capacities, then the Bidder shall submit separate Financial Bids for each Offered Capacity
  - b) It is hereby clarified that, in case a Bidder submits multiple Financial Bids , then the List of Preferred Interconnection Substations shall be mutually exclusive across the Financial Bids submitted by the Bidder and no single Interconnection Substation shall be present as a part of two or more Financial Bids. If any Preferred Interconnection Substation is found to be part of one or more Financial Bids, then such Preferred Interconnection Substation corresponding to the better rank of Financial Bid shall be considered and such Preferred Interconnection Substation shall be removed and not considered for allocation for all subsequently ranked Financial Bids
  - c) Provisions of Clause 3.3 shall additionally apply
- 3.6.4 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 one and not more than ten and the district where the Preferred Interconnection Substation is located. Group 1 Bids shall only specify 33 kV side of 33/11 kV Interconnection Substation or 33 kV side of 132/33 kV Interconnection Substation in the List and any preference not meeting this condition, if found in the List, shall not be considered for allocation. Group 2 Bids shall only specify 132 kV side of 132/33 kV Interconnection Substation or 220 kV side or 132 kV side of 220/132 kV Interconnection Substation or 220 kV side of 400/220 kV Interconnection Substation in the List and any

preference not meeting this condition, if found in the List shall not be considered for allocation

- Specify injection voltage level of Interconnection Substation. Group 1 Bids shall only specify 33 kV. Group 2 Bids shall only specify 132 kV or 220 kV.
- Specify Quoted Tariff which shall not exceed Ceiling Tariff as specified in this RFS

3.6.5 Under the Financial Bid, the Bidder shall specify Quoted Tariff which is a firm Tariff that will be applicable for each Tariff Year for the entire tenure of the PPA. The Bidder shall specify Quoted Tariff in four (4) decimal places. Separate Financial Bids shall be submitted for Group 1 and Group 2. Any Financial Bid shall correspond to one of Group 1 or Group 2 but not both

3.6.6 It is hereby clarified that pursuant to provisions of Clause 4.1.3 of this RFS, any single Project proposed to be developed by the Bidder shall be connected to a single Interconnection Substation.

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

3.7.1 Earnest Money Deposit (EMD) of INR10 (ten lakhs) Lakh per MW of Offered Capacity 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. Each EMD shall correspond to a Financial Bid and in case of submission of multiple Financial Bids under the same Bid, separate EMDs shall be furnished for separate Financial Bids. Validity of EMD shall be inclusive of claim period.

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 Aggregate Allocated Capacity, within thirty (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 Aggregate Allocated Capacity, then the Authorised Representative shall have the right to forfeit partial (or full) amount of EMD(ies) submitted by the Bidder and return the balance amount (if any) for the value of EMD(ies) pertaining to the part of the Aggregate Allocated Capacity for which the PBG is submitted and PPA is executed

- a) EMD(ies) 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(ies) 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 of Qualified Bidders
- c) EMD(ies) of unsuccessful Bidders, who have not been shortlisted as Successful Bidder(s) pursuant to the provisions of the RFS shall be returned within ten (10) days of issue of LoI to Successful Bidders.

- d) 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(ies) 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 (Twenty Lakhs) / 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 six (6) months from the Scheduled COD of the Project as per Clause 3.4.1 of the RFS.
- 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 SPDs declared as successful based on this RFS are required to sign PPA with DISCOMs within thirty (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/Bidding Individual/Bidding Firm/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 completion of the Bid process, 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 successful COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per provisions of the PPA.
- 3.7.12 Foreign Companies can furnish bank guarantees towards EMD in the name of their Indian Affiliate/Parent/Group Company provided the following documents are furnished in addition to the documents specified in this RFS
- 1) A board resolution clearly authorizing the Indian entity to take/issue the Bank Guarantee
  - 2) Certificate from the Company Secretary or Chartered Accountant clearly certifying the relationship between the foreign company and the Indian Affiliate/Parent/Group Company
  - 3) An undertaking stating that the foreign Company and the Indian Affiliate/Parent/Group Company shall be jointly and severally responsible for all actions pertaining to return or forfeiture of EMD pursuant to the provisions of the RFS
- 3.7.13 For Group 2 Bidders and Group 1 Bidders implementing the Project through a Project Company, Performance Bank Guarantee shall be submitted by the Indian Company formed pursuant to Clause 3.5.1 of this RFS. For Group 1 Bidders implementing the Project without forming Project Company, Performance Bank Guarantee shall be submitted by the Solar Power Developer which is an Individual/Firm/LLP

### **3.8 Power Purchase Agreement (PPA)**

- 3.8.1 DISCOMs shall enter into Power purchase agreement (PPA) with Successful Bidders for Aggregate Allocated Capacity finalized with the Successful Bidders based on this RFS. A format of the 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. Interconnection Substation shall be specified in the PPA and shall not change during the entire tenor of the PPA
- 3.8.3 In case the Bidder corresponding to Group 1 or Group 2 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. For Group 1 Bidders implementing the Project without forming a Project Company, PPA shall be executed by the Solar Power Developer which is an

Individual/Firm/LLP and such Solar Power Developer shall 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 Registrar of Companies, 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.
- 3.8.6 The PPA must be executed by a person authorized by the Board and must necessarily be a Managing Director/Chief Executive Officer/Director/Manager, being a full time director on the Board or an employee of the Project Company and must necessarily submit a board resolution and/or Power of Attorney as documentary evidence of such authorization.

### **3.9 Minimum Equity Requirements i.e. Controlling Shareholding**

- 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.
- 1) In case the Bid is submitted by a Bidding Company, the Controlling Shareholding as specified in the RfS can be held with more than one shareholder (controlling shareholders), however the Bidding Company shall specify details related to shareholding, indicating the Controlling Shareholding and controlling shareholders
  - 2) In case, the Bid is submitted by a Bidding Consortium, Controlling Shareholding shall be held by a single Lead Member
- 3.9.2 No change in the shareholding/partnership structure of the Bidding Company or Bidding Firm or Lead Member in a Bidding Consortium of Companies/Firms/Hybrid 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. No change in shareholding of the Bidding Company is allowed till execution of PPA, as per Clause 3.9. Further, if the Bidding Company decides to set up a SPV i.e. Project Company, then original shareholding in the Bidding Company at the time of bid submission shall remain unchanged i.e. same shareholding pattern shall apply for the Project Company as well.

- 3.9.3 After execution of PPA, the percentage of Controlling Shareholding of the Bidding 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 respective Procurer with which the PPA was executed. In case of Bidding Firms, the original partnership structure shall be replicated as shareholding structure in the Project Company and the Controlling Shareholding shall be maintained for a period of one (1) year from the COD of the Project. In case of Bidding Individuals, the Bidding Individual shall be the single such shareholder owing 100% of paid up share capital and voting rights of the Project Company and this shall not change for a period of one (1) year from the COD of the Project.
- 3.9.4 Lead Member in the Consortium shall have the Controlling Shareholding in the Project Company having not less than 51% of voting rights and paid up share capital in the Project Company. Controlling Shareholding of the Lead Member in the Project Company shall be maintained for a period of one (1) year from the COD of the Project. Thereafter, any change can be undertaken after intimation to respective Procurer with which the PPA was executed
- 3.9.5 Provisions in this RFS and PPA related to maintaining Controlling Shareholding in the Project Company may be relaxed only in the SPD Event of Default and consequential rights of the Lenders in respect of assignment/substitution/subrogation/novation as provided in the PPA.
- 3.9.6 In case of Bidding Consortium which has formed a Project Company, Lead Member may dilute its shareholding, however Controlling Shareholding of 51% shall be maintained till one (1) year of COD of the Project. Similarly, in all other cases, Controlling Shareholder(s) may dilute their shareholding, provided that, one or more of the Controlling Shareholders together, shall maintain Controlling Shareholding of 51% till one (1) year of COD of the Project.
- 3.9.7 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 in the Project Company at least upto one year after the COD of the Project.
- 3.9.8 The entity whose financial capabilities were used for the purpose of meeting Financial Eligibility Criteria specified in this RFS shall continue to comply with the Financial Eligibility Criteria specified in this RFS till the COD of the Project and the relationship between such entity and the Bidder shall be maintained till the COD of the Project.

### **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](http://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](http://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, as per the timelines specified in Clause 3.2 of this RFS, to the address mentioned below:
- Chief General Manager/ Commercial & RAC,  
TSSPDCL, 6-1-50, Corporate Office, Mint Compound,  
Hyderabad, 500063
- 3.10.6 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
- 3.10.7 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
- 3.10.8 (a) In case of a Bid submitted by a Bidding Consortium of Companies/Firms, the Lead Member shall designate one person to represent the Consortium of Companies/Firms in its dealings with the Authorised Representative.
- (b) In case of Consortium of Companies, the person designated by the Lead Member of the Consortium of Companies 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 of Companies, etc.

(c) In case of Consortium of Firms, the person designated by the Lead Member of the Consortium of Firms shall be authorised through a Power of Attorney (as per Format 6.2 (B)) 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 of Firms, etc

(d) In case of Consortium of Individuals, the Lead Individual who shall be the Lead Member of the Consortium of Individuals shall be authorised through a Power of Attorney (as per Format 6.2 (D) 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 of Individuals, and shall represent the Consortium of Individuals in its dealings with the Authorized Representative

(e) In case of Hybrid Consortium, the Lead Individual/Company/Firm who shall be the Lead Member of the Consortium of Individuals shall be authorised through a Power of Attorney (as per Format 6.2 (E) of the RFS to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Hybrid Consortium, and shall represent the Hybrid Consortium in its dealings with the Authorized Representative

3.10.9 (a) 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.

(b) In case of a Bid submitted by a Bidding Firm, the Bidding Firm should designate one partner to represent the Bidding Firm in its dealings with the Authorized Representative. The partner should be authorized to perform all tasks including, but not limited to providing information, responding to queries, signing of Bid etc. The Bidding Firm should submit, along with the Bid, a Power of Attorney (as per Format 6.2 (C)), authorizing the signatory of the Bid

### 3.10.10 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, 1<sup>st</sup> 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 hard copies of the Bid Processing Fee in the form of DD/Pay Order as per Clause 3.1.2 of the RFS and EMD through Bank Guarantee as per Clause 3.7.1 of the RFS, in original, as per the timelines mentioned in Clause 3.2 of this RFS, 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. Service tax as applicable + 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**

A single envelope on the Bidder's name and address with Bid No. and RFS No. containing the following documents

1. Hard copies of EMD and Bid Processing Fee shall be submitted in accordance with Clause 3.1.2 and 3.7.1 of this RFS and as per timelines specified in Clause 3.2 of the RFS
2. Covering Letter corresponding to Prequalification Bid as per Format 6.1 (PQ) of this RFS

**B) Technical Bid comprising of**

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

(a) Scanned copy of the DD/Pay Order towards Bid Processing Fee and

(b) 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.

2. (a) In case of a Bidding Consortium of Companies, 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 (A)**

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

(b) In case of Bidding Consortium of Firms, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium of Firms, shall be provided in original as per format attached hereto as Format 6.2 (B). This shall be applicable for both foreign as well as Indian Firms

(c) In case of Bidding Firms, a Power of Attorney in favour of the authorized signatory of the Bid, issued by the other partners in the Bidding Firm, shall be provided as per format attached hereto as Format 6.2 (C). This shall be applicable for both foreign as well as Indian Firms

(d) In case of Bidding Consortium of Individuals, a Power of Attorney in favour of the Lead Individual who will act as the authorized signatory of the Bid, issued by other Individuals who are Members in the Bidding Consortium of Individuals, shall be provided as per Format 6.2 (D). This shall be applicable to both foreign as well as Indian Individuals

(e) In case of Hybrid Consortium, a Power of Attorney in favour of the Lead Individual/Firm/Company who will act as the authorized signatory of the Bid, issued by other Members in the Hybrid Consortium, shall be provided as per Format 6.2 (E). This shall be applicable to both foreign as well as Indian Members of the Consortium

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A** in accordance with Clause 3.7 of the RFS. Additional documents to be submitted in case of foreign entity participating in the Bid as per Clause 3.7.12 of this 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** 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 as Successful Bidder, 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 every Projects to be developed by the Bidding Company if declared as Successful Bidder / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for every Projects to be developed by the Bidding Consortium if declared as Successful Bidder (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.
  - iv) Board Resolution for participating in the Consortium and executing the Consortium Agreement
6. In case of a Consortium of Companies/Firms/Individuals/Hybrid Consortiums, the Consortium Agreement between the Members in the Consortium of Companies/Firms/Individuals/Hybrid Consortium as per **Format 6.5** for participating in Consort//ium of Companies/Firms/Individuals/Hybrid Consortium. Separate Formats have been provided for Consortium of Individuals, Consortium of Companies, Consortium of Firms and Hybrid Consortiums
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
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
10. Declaration by the Bidding Company/Bidding Firm/Bidding Individual/ Lead Member of Bidding Consortium/Lead Member of Hybrid 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. Further details mentioned in this format can be modified subsequent to selection of Successful Bidder as per provisions of this RFS

#### **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) 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 the Bid Deadline, 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.
- iii) In case the Bidder demonstrates meeting Net Worth criteria on the day not more than seven days prior to the Bid Deadline, bank statement for the period at least seven (7) days prior to the Bid Deadline of the Bidder also needs to be submitted. : 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. This proviso shall apply mutatis mutandis to participating Companies, Firms and Individuals
- iv) Documents containing information about the Promoters and their shareholding in the Company to Authorised Representative (as per Clause 3.5). A certificate from the Chartered Accountant indicating the Controlling Shareholding and the list of Controlling Shareholders shall also be submitted by Bidding Companies.
- v) Partnership deed shall be mandatorily submitted by Bidding Firm as well as each participating Firm in a Consortium of Firms/Hybrid Consortium.
- vi) Income Tax returns for the last four Financial Years shall be mandatorily submitted by Bidding Individual as well as each participating Individual in a Consortium of Individuals/Hybrid Consortium.
- vii) Individuals participating in this RFS shall mandatorily submit a self-attested copy of proof of photo-identification (Driving License/Passport/Aadhar Card/Any other identity card issued by GoI/GoTS) and address proof to his place of permanent residence. Foreign Individuals participating in this RFS shall mandatorily submit their self-attested copy of the Passport

#### **C) Financial Bid comprising of**

1. Financial Bid as per **Format in 6.10 A and Format 6.10 B** and in accordance with provisions of Clause 3.6 of this RFS
2. Separate Financial Bids shall be submitted for Group 1 and Group 2. Any Financial Bid shall correspond to Group 1 or Group 2 but not both.

**Note:** The Quoted Tariff in the above Format shall be only in INR/kWh in four (4) decimal places. In case the Bidder states Quoted Tariff in any other currency, such Bid

shall be rejected. Further such Quoted Tariff shall not exceed the Ceiling Tariff as specified in Clause 3.6.2 of the RFS. Any Bid not meeting this condition shall be summarily 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 Bid Processing Fee and EMD shall be submitted separately for each Financial Bid. In case of submission of multiple Bids by a Bidder through its Parent/Affiliate/Group Company, the provisions of Clause 3.3.1 shall apply.
- 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 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 shall be forfeited. Bidder shall be solely responsible for disqualification based on their declaration in Bid. No two Bidders in this Bid process shall be in Conflict of Interest with one another and all Bidders shall make appropriate disclosures under Format 6.7.
- 3.12.5 If the events specified at Clause 3.12.3 and Clause 3.12.4 are 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 through a board resolution or through a power of attorney as applicable and as provided in this RFS.
- 3.12.8 The Bids shall be submitted as mentioned in Clause 3.11.1. 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 COD of the Project. Where the Bidder is relying on Affiliate/Parent/Ultimate Parent for meeting Financial Eligibility Criteria, the Bidder shall continue to maintain this financial relationship till the COD of the Project.
- 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. It is 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 TSERC 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 (the Bidders may opt to extend Bid Validity for some Financial Bids and not the others), 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](mailto:seipc@tssouthernpower.com). 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.

### 3.16 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.

### 3.17 Fraudulent and Corrupt Practices

3.17.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LOI. Notwithstanding anything to the contrary contained herein, or in the LOI, the Authorized Representative shall reject a Bid, withdraw the LOI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Authorized Representative shall forfeit the EMD, without prejudice to any other right or remedy that may be available to the Authorized Representative hereunder or otherwise.

3.17.2 Without prejudice to the rights of the Authorized Representative under Clause 3.17 hereinabove and the rights and remedies which the Authorized Representative may have under the LOI, if a Bidder is found by the Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the LOI, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authorized Representative, during a period of two (2) years from the date such Bidder is found by the Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.17.3 For the purposes of this Clause 3.17, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authorized Representative who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LOI or has dealt with matters concerning the PPA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authorized Representative, shall be deemed to constitute influencing the

actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LOI or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the project or the LOI or the PPA, who at any time has been or is a legal, financial or technical adviser of the Authorized Representative in relation to any matter concerning the Project;

**(b) “Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

**(c) “Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bid process;

**(d) “undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authorized Representative with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

**(e) “Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

## 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 original documents i.e. original hard copies pertaining to Bid Processing Fee and EMD as per Clause 3.1.2 and 3.7.1 of this RFS and as per the timelines specified in Clause 3.2 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. Original documents of Bid Processing Fee and EMD shall also be accompanied by the covering letter as per Format 6.1 (PQ) of this RFS

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

- i) Non submission of Bid Processing Fee and/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 satisfaction of Technical Eligibility Criteria under 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
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 Qualified Bidders shall be scrutinized to ensure conformity with the provisions of Clause 3.11.1(C) the RFS. Any Financial Bid not meeting any of the requirements of Clause 3.11.1 (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.
3. Bid Parameter for evaluation shall be the Quoted Tariff

**B. Segregation of Bids into Group 1 and Group 2**

1. Based on the Interconnection Substation specified in the Financial Bids, Bids received shall be segregated into Group 1 Bids and Group 2 Bids.

Group 1 Bids	Injecting at 33 kV level and shall include Bidders injecting at 33 kV side of 33/11 kV Substation or 33 kV side of 132/33 kV Substation
Group 2 Bids	Injecting at EHT voltages of 132 kV and 220 kV and shall include Bidders injecting at 132 kV side of 132/33 kV Interconnection Substation or 220 kV side or 132 kV side of 220/132 kV Interconnection Substation or 220 kV side of 400/220 kV Interconnection Substation

2. Evaluation of Financial Bids and allocation of Interconnection Substations under First Round of Allocation and Second Round of Allocation as specified below shall be carried out

separately for Group 1 and Group 2 Bids. Provisions of First Round of Allocation and Second Round of Allocation shall apply mutatis mutandis to Group 1 and Group 2 Bids

3. Evaluation process and allocation i.e. First Round of Allocation and Second Round of Allocation, shall be carried out for Group 1 Bids first and then subsequently Group 2 Bids.

### **C. Evaluation of Financial Bids and allocation of Interconnection Substations**

#### **First round of Allocation**

1. Financial Bids received shall be ranked in the ascending order of Bid Parameter i.e. Quoted Tariff
2. The Qualified Bidder with the lowest Bid Parameter shall be declared as Successful Bidder for the Offered Capacity (in MW) offered by such Qualified Bidder in the Financial Bid. In case of more than one Qualified Bidder having an equal Bid Parameter, then the Bid corresponding to higher Offered Capacity would be given the preference. If in case Bid Parameter and Offered Capacity are equal, then the Qualified Bidder demonstrating higher Net Worth as per Clause 3.5.2 shall be given preference. Such Successful Bidder shall be allotted the most preferred Interconnection Substation (from the List of Preferred Interconnection Substations i.e. the "List" specified by the Qualified Bidder in the Financial Bid Format 6.10 (B) ) to develop the Offered Capacity
3. During the First Round of Allocation, the following conditions shall apply:
  - a) If the Available Capacity at the most preferred Interconnection Substation is less than the Offered Capacity, then the Qualified Bidder shall be allotted the next preferred Interconnection Substation from the List where Available Capacity is greater than or equal to the Offered Capacity.
  - b) If the Capacity Limit at any district is reached, then the Qualified Bidder shall be allotted the next preferred Interconnection Substation from the List, which corresponds to a district where the Capacity Limit is not reached
  - c) If the Capacity Limit at any district is reached, then the Available Capacity at all the Interconnection Substations in that particular district will become zero.
  - d) Further the Available Capacity at any Interconnection Substation shall be limited by the capacity at the Interconnection Substation required to reach the Capacity Limit in the District.
  - e) For example, in case of Group 2 Bids, if the Available Capacity at 132/33 kV Interconnection Substation in the district of A, after taking into account prior allocations is 48 MW, whereas the Authorized Representative has finalized capacity of 120 MW in A District and 30 MW is left to reach the Capacity Limit for Group 2 i.e. 150 MW in that district, Available Capacity at 132/33 kV Substation and concurrently all other EHT Interconnection Substations in A District shall be reduced to 30 MW.
4. 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 Requisitioned Capacity or as long as Quoted Tariffs received are in alignment with the prices at which the DISCOMS are willing to purchase power. The Authorized Representative reserves the right to change the Requisitioned Capacity as specified above i.e. Total

Requisitioned Capacity and/or Capacity Limit for District and/or Capacity Limit for Group 1 and/or Capacity Limit for Group 2 at any time during the Bid process without assigning any reasons whatsoever

5. During the First Round of Allocation, if there is no single Interconnection Substation in the List specified by the Qualified Bidder where Available Capacity is greater than or equal to Offered Capacity, then the Qualified Bidder shall be invited to select **only** one of the following options:
  - I. Develop Project(s) at a reduced capacity equal to the Available Capacity of such Interconnection Substations in the List , which has the highest Available Capacity
  - II. Split Offered Capacity into fractions (whole number only) across the Interconnection Substations in the List specified by the Bidder
  - III. Develop partial capacity at any one or more of the Interconnection Substations in the List and move to the Second Round of Allocation for balance capacity
  - IV. Participate in the Second Round of Allocation for the entire Offered Capacity
  - V. Withdraw from the Bid process altogether in which case EMD will be returned

The Qualified Bidder can select any combination of Interconnection Substations for fragmentation of Offered Capacity under Options II and III above, however the following conditions shall apply

- a) The Qualified Bidder shall exhaust the entire Available Capacity of one Interconnection Substation before selecting another Interconnection Substation from the List.
  - b) A single Project shall be connected to a single Interconnection Substation only. In case of fragmentation of Offered Capacity, the Successful Bidder shall develop multiple Projects in line with number of Interconnection Substations.
6. Qualified Bidders shall honour the invitation by the Authorised Representative to participate in the First Round of Allocation, failing which they shall be deemed to have violated the provisions of this RFS.

#### **Second round of Allocation**

7. 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. However, it may be noted that the Qualified Bidder(s) cannot select any Interconnection Substation already allotted to such Bidder during the First Round of Allocation. This is for ensuring that under no circumstances can any Interconnection Substation be allotted to the same Qualified Bidder at two different Tariffs.
8. All Qualified Bidders who have confirmed to participate in the Second Round of Allocation, shall honour the invitation by the Authorised Representative, failing which they shall be deemed to have violated the provisions of this RFS.
9. In this Second Round of Allocation, the Qualified Bidder can select any combination of Interconnection Substations for fragmentation of Offered capacity, if no single

Interconnection Substation can accommodate the entire Offered Capacity. Provided, however, the following conditions apply

- a) Qualified Bidder shall exhaust the entire Available Capacity of one Interconnection Substation before selecting another Interconnection Substation
  - b) A single Project shall be connected to a single Interconnection Substation only. In case of fragmentation of Offered Capacity, the Successful Bidder shall develop multiple Projects in line with number of Interconnection Substations selected.
  - c) If the Capacity Limit at any district is reached, then the Available Capacity at all the Interconnection Substations in that particular district will become zero.
  - d) Further the Available Capacity at any Interconnection Substation shall be limited by the capacity at the Interconnection Substation required to reach the Capacity Limit in the District.
  - e) For example, in case of Group 2 Bids, if the Available Capacity at 132/33 kV Substation in the district of A, after taking into account prior allocations is 48 MW, whereas the Authorized Representative has finalized capacity of 120 MW in A District and 30 MW is left to reach the Capacity Limit for Group 2 i.e. 150 MW in that district, Available Capacity at 132/33 kV Substation shall be reduced to 30 MW
  - f) Further, however, in this Second Round of Allocation, the Group 2 Qualified Bidder can opt for 33 kV side of 33/11 kV Interconnection Substation or 33 kV side of 132/33 kV Interconnection Substation in case of fragmentation of Offered Capacity, provided however, the Quoted Tariff of the Group 2 Qualified Bidder shall be revised to the lower of the Quoted Tariff specified by such Group 2 Qualified Bidder or the Lowest Quoted Tariff received for Group 1 Bids, whichever is less.
10. In this Second Round of Allocation, the Qualified Bidder may opt for withdrawing 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
  11. 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. The Authorized Representative reserves the right to change the Requisitioned Capacity as specified above i.e. Total Requisitioned Capacity and/or Capacity Limit for District and/or Capacity Limit for Group 1 and/or Capacity Limit for Group 2 at any time during the Bid process without assigning any reasons whatsoever

**General provisions related to allocation**

12. It may be noted that while multiple Financial 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 Financial Bids and not the others
13. In the interest of achieving required capacity, the Authorised Representative may create a waitlist of Qualified Bidders and undertake First and Second Round of Allocation as described above for such waitlisted Qualified Bidders
14. At the end of the allocation 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 Financial Bid under consideration. It is hereby clarified that in case of fragmentation of Offered Capacity across two Interconnection Substations, then the Successful Bidder shall develop two Projects corresponding to such fragmented capacity. However, where there has been no fragmentation, the Successful Bidder shall develop only one single Project corresponding to the Offered Capacity/Allocated Capacity.

15. The Authorised Representative shall preserve 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.
16. 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.
17. 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, 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 Financial Bids.
18. The Authorized Representative reserves the right to change the Requisitioned Capacity as specified above i.e. Total Requisitioned Capacity and/or Capacity Limit for District and/or Capacity Limit for Group 1 and/or Capacity Limit for Group 2 at any time during the Bid process without assigning any reasons whatsoever
19. 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.

## **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) and (Format 6.1 PQ)
- 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/Bidding Firm/Bidding Individual/ Lead Member of the Bidding Consortium/)

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding  
Company/Bidding Firm/ Bidding Individual /Lead Member of the  
Bidding Consortium)

Tel.#:

Fax#:

E-mail address#

To

**CGM Commercial & RAC  
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,

I/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 my/our Bid in response to RFS. I/We are submitting our Bid for the following capacities -

**Table A**

S.No	Offered Capacity in MW	<Insert Financial Bid Ref here>	<Insert Group 1 or Group 2 to which the Financial Bid corresponds to>
<b>Insert Bid Capacity in MW which is equal to the sum of Offered Capacities under each Financial Bid</b>		<b>&lt;Insert Bid Capacity in MW here&gt;</b>	

Note: - Bidders may insert rows depending on number of Financial Bids. Bidders shall not change any of the numbering and naming formats mentioned in the RFS.

- I/We give my/our unconditional acceptance to the RFS, dated ..... [Insert date in dd/mm/yyyy], standard PPA attached thereto, issued by Authorised Representative. In token of my/our acceptance to the RFS, PPA along with the amendments and clarifications issued by Authorised Representative, the same have been initialled by me/us and enclosed with the response to RFS. I/We shall ensure that the PPA is executed as per the provisions of the RFS, provisions of PPA shall be binding on me/us. Further, I/we confirm that the Project shall be commissioned within the timelines specified in this RFS.
- Earnest Money Deposit (EMD) (please read Clause 3.7 carefully before filling): -

We have enclosed EMDs for each Financial Bid as per Format 6.3 A and valid up to.....in terms of Clause 3.7 of this RFS as follows:

S.No	Fin Bid Ref	Offered Capacity in MW	For EMD value through BG	
			Bank Guarantee No	Bank Guarantee Amount in Rs
1.				
2.				

<Bidder to insert rows depending on number of Financial Bids>

The total capacity of the Solar PV Projects offered by me/us is ..... MW [Insert Bid Capacity].

3. I/We hereby declare that in the event that I/we are declared as Successful Bidder and I/we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for any part (or full) of Aggregate Allocated Capacity within 30 days of issue of LoI by Authorised Representative or I/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 Aggregate Allocated Capacity, then the Authorised Representative shall have the right to forfeit partial (or full) amount of EMD submitted by me/us and return the balance amount (if any) for the value of EMD pertaining to the part of the Aggregate Allocated Capacity for which I/we submit the PBG and execute the PPA.
4. I/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. I/We hereby declare that during the selection process, if the Aggregate Allocated Capacity finalised with the Authorised Representative is less than the Bid Capacity due to any reason whatsoever, I/we shall accept such Aggregate Allocated Capacity.
6. I/We hereby declare that I/we have not violated provisions of 3.12.2 and Clause 3.3.1 of this RFS
7. I/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 me/us. I/We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
8. Familiarity with Relevant Indian Laws & Regulations:  
  
I/We confirm that I/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 my/our selection as Successful Bidder.
9. I/We are enclosing herewith my/our response to the RFS with formats duly signed as desired by you in the RFS for your consideration.
10. It is confirmed that my/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 my/our knowledge and understanding. I/We would be solely responsible for any errors or omissions in my/our response to the RFS.
12. I/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 my/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 <if applicable> : .....

Address : .....

Phone Nos. : .....

Mobile Nos. : .....

Fax Nos. : .....

E-mail address : .....

Alternate Email address: .....

14. I/We have neither made any statement nor provided any information in this Bid, which to the best of my/our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in my/our Bid are true and accurate. In case this is found to be incorrect after my/our selection as Successful Bidder, I/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 authorized signatory as per Clause 3.10)

**FORMAT-6.1 (PQ)**

**Covering Letter for Pre-Qualification Bid**

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

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding  
Company/Bidding Firm/ Bidding Individual /Lead Member of the  
Bidding Consortium)

Tel.#:

Fax#:

E-mail address#

To

**CGM Commercial & RAC  
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,

I/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 my/our Bid in response to RFS. I/We are submitting my/our Bid for the following capacities -

**Table A**

S.No	Offered Capacity in MW	<Insert Financial Bid Ref here>	<Insert Group 1 or Group 2 to which the Financial Bid belongs to>
<b>Insert Bid Capacity in MW which is equal to the sum of Offered Capacities under each Financial Bid</b>		<b>&lt;Insert Bid Capacity in MW here&gt;</b>	

<Add additional rows as required>

I/We have uploaded scanned copies of the following original documents on the website specified by the Authorised Representative and I/We are hereby submitting the following original documents as specified in Clause 3.11.1 (A)

**Table B**

S. No	Fin Bid Ref	Offered Capacity in MW	Details pertaining to EMD through BG			Details pertaining to Bid Processing Fee	
			B.G Value	Ref No	Validity Date	Bid Processing Fee Amount	RTGS Transaction Ref No/DD No
1.							
2.							

<Add additional rows as required>

Thanking you,

Yours faithfully,

(Name, Designation and Signature of authorized signatory as per Clause 3.10)

**FORMAT-6.2 (A)**

**FORMAT FOR POWER OF ATTORNEY**

**(To be provided by each of the other members of the Consortium of Companies 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 of Companies) the Members of Consortium of Companies have formed a Bidding Consortium named ..... (Insert name of the Consortium if finalized) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at

.....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RFS No ..... We also authorize the said Lead Member to undertake the following acts:

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

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

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

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

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

-----  
(Signature of person 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. Please refer to Clause 3.10 regarding authorized signatory

**FORMAT-6.2 ( B)**

**FORMAT FOR POWER OF ATTORNEY**

**(To be provided by each of the other Members of the Consortium of Firms 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 of Firms) the Members of Consortium of Firms have formed a Bidding Consortium of Firms 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.....as Lead Member of the Bidding Consortium of Firms .....(hereinafter called the “Lead Member”) and having its Registered /Head Office at

.....and Mr/Ms ....., a partner in the Lead Member of the Consortium as our duly constituted lawful Attorney 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 authorized signatory to undertake the following acts:

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

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

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

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

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

-----

(Signature of authorized partner)

(Name

Designation

Place:

Date:

)

Accepted

-----

(Signature, Name, Designation and Address

of the partner authorised by 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 of Firms shall have the Controlling Shareholding in the Project Company to be set up by the Consortium of Firms as defined in Section 2 of the RFS.

**FORMAT-6.2 (C)**

**FORMAT FOR POWER OF ATTORNEY**

**(To be provided by each of the other partners of the Bidding Firm in favour of the partner acting as the Authorized Signatory)**

**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 Mr/Ms.....having his/her address at ....., ....., and Mr/Ms ..... having his/her address at ..... , (Insert names and registered addresses of all partners of the Bidding Firm as per the partnership deed) the partners of Bidding Firm having agreed to appoint Mr/Ms.....as the authorized signatory of the said Bidding Firm do hereby constitute, nominate and appoint Mr/Ms.....a partner in the Bidding Firm formed under the laws of .....and having its Registered /Head Office at.....as our duly constituted lawful Attorney (hereinafter called as authorized signatory) to exercise all or any of the powers for and on behalf of the Bidding Firm in regard to submission of the response to RFS No ..... We also authorize the said authorized signatory to undertake the following acts:

- i) To submit on behalf of partners of the Bidding Firm in submission of 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 Bidding Firm being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Firm achieves execution of PPA.

We as the partners of the Bidding Firm agree and undertake to ratify and confirm all whatsoever the said Attorney/authorized signatory has done on behalf of the Bidding Firm pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF Mr/Ms ....., as the partner of the Bidding Firm have executed these presents on this..... Day of .....under the Common Seal of our Firm

For and on behalf of partnership firm M/s.....

-----

(Signature of person authorised by the Firm)

(Name

Designation

Place:

Date:

)

Accepted

-----

(Signature, Name, Designation and Address

of the person authorised as the authorized signatory)

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----

**Note:** - Please refer to Clause 3.10 regarding authorized signatory.

**FORMAT-6.2 (D)**

**FORMAT FOR POWER OF ATTORNEY**

**(To be provided by each of the Individual Members of the Bidding Consortium of Individuals in favour of the Individual designated as 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 Mr/Ms.....having his/her address at ....., ....., and Mr/Ms ..... having his/her address at ..... , (Insert names and registered addresses of all the Individuals of the Bidding Consortium of Individuals as per the Consortium Agreement) having agreed to appoint Mr/Ms.....as the Lead Member and authorized signatory of the said Consortium of Individuals do hereby constitute, nominate and appoint Mr/Ms.....an Individual having his address at.....as our duly constituted lawful Attorney (hereinafter called as authorized signatory) to exercise all or any of the powers for and on behalf of the Consortium of Individuals in regard to submission of the response to RFS No ..... We also authorize the said authorized signatory to undertake the following acts:

- i) To submit on behalf of Individual Members of the Bidding Consortium of Individuals in submission of 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 of Individuals being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Consortium achieves execution of PPA.

We agree and undertake to ratify and confirm all whatsoever the said Attorney/authorized signatory has done on behalf of the Bidding Consortium of Individuals pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF Mr/Ms. ...., have executed these presents on this..... Day of .....

Mr/Ms.....

-----

(Signature of person authorised by the Consortium i.e. Lead Member)

(Name

Designation

Place:

Date:

)

Accepted

-----

(Signature, Name, Designation and Address

of the person authorised as the authorized signatory)

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----

**Note:** - Please refer to Clause 3.10 regarding authorized signatory.

**FORMAT-6.2 (E)**

**FORMAT FOR POWER OF ATTORNEY**

**(To be provided by each of the Members which are Individual /Firms/Companies of the Hybrid Consortium in favour of the Lead Individual/Company/Firm as 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 Mr/Ms/M/s.....having his/her/its address at .....and Mr/Ms/M/s ..... having his/her/its address at ..... , (Insert names and registered addresses of all the members of the Bidding Hybrid Consortium of Individuals/Firms/Companies as per the Consortium Agreement) having agreed to appoint Mr/Ms/M/s.....as the Lead Member and authorized signatory of the said Hybrid Consortium of Individuals/Firms/Companies do hereby constitute, nominate and appoint Mr/Ms/M/s.....an Individual/Firm/Company having his/her/M/s address at.....as our duly constituted lawful Attorney (hereinafter called as authorized signatory) to exercise all or any of the powers for and on behalf of the Hybrid Consortium of Individuals/Firms/Companies in regard to submission of the response to RFS No ..... We also authorize the said authorized signatory to undertake the following acts:

- i) To submit on behalf of Individual Members/Firms/Companies of the Bidding Hybrid Consortium of Individuals/Firms/Companies in submission of 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 Hybrid Consortium of Individuals/Firms/Companies being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Hybrid Consortium achieves execution of PPA.

We agree and undertake to ratify and confirm all whatsoever the said Attorney/authorized signatory has done on behalf of the Bidding Hybrid Consortium of Individuals/Firms/Companies pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF Mr/Ms/M/s .....as the Member of the Hybrid Consortium have executed these presents on this..... Day of .....under the Common Seal of our Company/Firm.

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

-----

(Signature of person authorised by the Hybrid Consortium i.e. Lead Member)

(Name

Designation

Place:

Date:

)

Accepted

-----

(Signature, Name, Designation and Address

of the person authorised as the authorized signatory)

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----

**Note:** - Please refer to Clause 3.10 regarding authorized signatory.

**FORMAT- 6.3 A****(To be submitted separately for each Financial Bid)****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 of Offered Capacity proposed*] only, on behalf of . \_\_\_\_\_ [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 Contracted 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, 2013, 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 TSSPSCL (Authorised Representative), representing us in all matters before Authorised Representative, and generally dealing with Authorised Representative in all matters in connection with our Bid. **(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, 2013 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 all the Project(s) to be developed by us pursuant to our selection as Successful Bidder as per the provisions of this RFS. **(To be provided by the Bidding Company)**

**[The following resolution 3) is to be provided by the Bidding Company/each Member of Bidding Consortium seeking qualification on the basis of financial capability of Parent Company and/or its Affiliates/Ultimate Parent]**

3. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 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 demonstrate sufficient Net Worth as per Clause 3.5.2 of this RFS, pursuant to our selection as Successful Bidder as per the provisions of this RFS

**[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]**

4. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 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 all the Project(s) to be developed by us pursuant to our selection as Successful Bidder as per the provisions of this RFS. **(To be provided by 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.....[Insert the authorized signatory of Member of the Consortium], be and is hereby authorised to execute the Consortium Agreement. **(To be provided by 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 all the Project Company(ies), 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)**

**[Note: The following resolution 5) is to be passed by the entity(s) whose financial credentials have been used]**

**5. FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s..... (Insert name of Bidding Company/ Consortium Member(s)/Lead Member) 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)/Lead Member), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

**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 and 2013 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 (A)

**FORMAT FOR CONSORTIUM AGREEMENT****(Applicable for Consortium of Companies)**

(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(s) is/shall be in the following proportion:

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

<Separate tables may be inserted incase of multiple Project Company(s) proposed to be formed>

We acknowledge that after the execution of PPA, the Controlling Shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company (ies) developing the Project (ies) shall be maintained for a period of (1) one year after commencement of supply of power pursuant to COD of the Project.

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 all Project(s) to be developed by us, pursuant to our selection as Successful Bidder, 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

## FORMAT- 6.5 (B)

**FORMAT FOR CONSORTIUM AGREEMENT****(Applicable for Consortium of Firms)**

(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 partnership Firm 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 partnership Firm 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 partnership Firm 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 of Firms do hereby mutually agree as follows:

17. 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.
18. 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.
19. 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.
20. 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.
21. 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(s) is/shall be in the following proportion:

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

<Separate tables may be inserted incase of multiple Project Company(s) proposed to be formed>

We acknowledge that after the execution of PPA, the Controlling Shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company (ies) developing the Project (ies) shall be maintained for a period of (1) one year after commencement of supply of power pursuant to COD of the Project.

22. 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 all Project(s) to be developed by us, pursuant to our selection as Successful Bidder, and ensuring that the SPD achieves Financial Closure in terms of the PPA.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. This Agreement
  - d) 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;
  - e) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - f) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Authorised Representative.
32. 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 authorized signatory of the Member, who shall be a partner in the Firm participating as a Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

(Signature, Name & Designation of the authorized signatory of the Member, who shall be a partner in the Firm participating as a Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

(Signature, Name & Designation of the authorized signatory of the Member, who shall be a partner in the Firm participating as a Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

**FORMAT- 6.5 (C)**

**FORMAT FOR CONSORTIUM AGREEMENT**

**(Applicable for Consortium of Individuals)**

(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 Mr/Ms [insertname of Lead Member] \_\_\_\_\_ an Individual having his/her address at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and Mr/Ms \_\_\_\_\_ an Individual having his/her address at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), Mr/Ms \_\_\_\_\_ an Individual having his/her address 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 of Firms do hereby mutually agree as follows:

- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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(s) is/shall be in the following proportion:

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

<Separate tables may be inserted incase of multiple Project Company(s) proposed to be formed>

We acknowledge that after the execution of PPA, the Controlling Shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company (ies) developing the Project (ies) shall be maintained for a period of (1) one year after commencement of supply of power pursuant to COD of the Project.

- 38. 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 all Project(s) to be developed by us, pursuant to our selection as Successful Bidder, and ensuring that the SPD achieves Financial Closure in terms of the PPA.
- 39. 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.
- 40. 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.

41. 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.
42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. This Agreement
  - g) 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;
  - h) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - i) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Authorised Representative.
48. 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.

Ms/Mr.

-----

(Signature, Name & Designation of the Individual who shall participate Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

(Signature, Name & Designation of the Individual who shall participate Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

(Signature, Name & Designation of the Individual who shall participate Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

---

Signature and stamp of Notary of the place of execution

## FORMAT- 6.5 (D)

**FORMAT FOR CONSORTIUM AGREEMENT****(Applicable for Hybrid Consortiums)**

(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 Mr/Ms/M/s [insertname of Lead Member] \_\_\_\_\_ an Individual having his/her address at \_\_\_\_\_ or a Company/a partnership Firm incorporated under the laws of \_\_\_\_\_ having its Registered Office /his/her address at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s /Mr/Ms \_\_\_\_\_ [ \_\_\_\_\_ an Individual having his/her address at \_\_\_\_\_ or a Company/ a partnership Firm 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), Mr/Ms \_\_\_\_\_ an Individual having his/her address at \_\_\_\_\_ or M/s \_\_\_\_\_ a Company/a partnership Firm 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 of Firms do hereby mutually agree as follows:

- 65. We, the Members of the Hybrid 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.
- 66. The Lead Member is hereby authorised by the Members of the Hybrid Consortium and Members to the Agreement to bind the Hybrid Consortium and receive instructions for and on their behalf.
- 67. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Hybrid Consortium Members i.e. for both its own liability as well as the liability of other Members.
- 68. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Hybrid 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.
- 69. Subject to the terms of this Agreement, the share of each Member of the Hybrid Consortium in the issued equity share capital of the Project Company(s) is/shall be in the following proportion:

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

<Separate tables may be inserted incase of multiple Project Company(s) proposed to be formed>

We acknowledge that after the execution of PPA, the Controlling Shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company (ies) developing the Project (ies) shall be maintained for a period of (1) one year after commencement of supply of power pursuant to COD of the Project.

- 70. The Lead Member, on behalf of the Hybrid Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for all Project(s) to be developed by us, pursuant to our selection as Successful Bidder, and ensuring that the SPD achieves Financial Closure in terms of the PPA.

71. In case of any breach of any equity investment commitment by any of the Hybrid Consortium Members, the Lead Member shall be liable for the consequences thereof.
72. 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.
73. 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.
74. 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.
75. 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.
76. 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.
77. 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.
78. 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.
79. This Agreement
  - j) 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;
  - k) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - l) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Authorised Representative.
80. 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.

Ms/Mr/M/s \_\_\_\_\_

-----

(Signature, Name & Designation of the authorized person/ Individual who shall participate as a Member in the Hybrid Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

(Signature, Name & Designation of the authorised person /Individual who shall participate Member in the Hybrid Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

(Signature, Name & Designation of the authorised person/Individual who shall participate Member in the Hybrid Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

---

Signature and stamp of Notary of the place of execution

## FORMAT- 6.6

**FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH****[On the letter head of Bidder]**

To,

**Chief General Manager Commercial & RAC****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'****Exhibit (i): Applicable in case of Bidding Company**

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

**Audited annual accounts for the financial year .....**

Or

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to Bid Deadline)*****(Strike out whichever not applicable)***

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RFS.

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 Bidding Company/ Parent/Affiliate/Group Company.	Name of Bidding Company/Parent/ Affiliate/Group Company/ whose Net Worth is to be considered	Relationship with Bidding Company*	<Financial Year to be considered for Net Worth of the respective Company> (or) <in case Net Worth as on.....which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Bidding Company

-----				
---				
---				
<b>Total</b>				

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

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

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

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

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

**Audited annual accounts for the financial year .....**

Or

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to Bid Deadline)**

***(Strike out whichever not applicable)***

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RFS.

Net Worth Requirement to be met by Lead Member is Rs.....Crores which is .....%age [Insert percentage of equity contribution of lead member which shall not be less than 51%] of the total minimum Net Worth of Rs.....Crores calculated at Rs 1.5 Crores/MW of Bid Capacity of the Bidding Consortium [Please note that Lead Member must meet minimum Net Worth requirements in proportion of equity contribution in the Bidding Consortium. Please refer Clause 3.5.2 for details ]

Net Worth Requirement to be met by other Members is .....[Please note that minimum Net Worth requirements must be met by the Bidding Consortium as a whole and there is no limitations on the Net Worth demonstrated by other Members as long as the Lead Member meets the relevant criteria and Bidding Consortium as a whole meets the Financial Eligibility Criteria. Please refer to Clause 3.5.2 for details]

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 Member Company/Parent /Affiliate/Group Company/ whose Net Worth is to be considered	Relationship with Member of Bidding Consortium *( if any)	<Financial Year to be considered for Net Worth of the respective Company> (or) <in case Net Worth as on.....wh ich is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Demonstrated Net Worth (in INR. Crore)
<b>Lead Member</b>						
<b>Member 1</b>						
---						
<b>Total</b>						

*\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate/Ultimate Parent 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 (iii): Applicable in case of Bidding Consortium of Firms**

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

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

**Audited annual accounts for the financial year .....**

Or

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to Bid Deadline)**

***(Strike out whichever not applicable)***

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RFS.

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

Net Worth Requirement to be met by Lead Member is Rs.....Crores which is .....%age [Insert percentage of equity contribution of lead member which shall not be less than 51%] of the total minimum Net Worth of Rs.....Crores calculated at Rs 1.5 Crores/MW of Bid Capacity of the Bidding Consortium [Please note that Lead Member must meet minimum Net Worth requirements in proportion of equity contribution in the Bidding Consortium. Please refer Clause 3.5.2 for details]

Net Worth Requirement to be met by other Members is .....[Please note that minimum Net Worth requirements must be met by the Bidding Consortium as a whole and there are no limitations on the Net Worth demonstrated by other Members as long as the Lead Member meets the relevant criteria and Bidding Consortium as a whole meets the Financial Eligibility Criteria. Please refer to Clause 3.5.2 for details]

For the above calculations, we have considered Net Worth by Member in Bidding Consortium as per following details:

Name of Consortium Member Firm	<Financial Year to be considered for Net Worth of the respective Member Firm> (or) <in case Net Worth as on.....which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Consortium Member Firm	Equity Commitment (in %age) in Bidding Consortium of Firms	Demonstrated Net Worth (in INR. Crore)
<b>Lead Member</b>				
<b>Member 1</b>				
---				
<b>Total Net Worth demonstrated</b>				

**Exhibit (iv): Applicable in case of Bidding Consortium of Individuals**

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

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

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

**Audited annual accounts for the financial year .....**

Or

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to Bid Deadline)**

**(Strike out whichever not applicable)**

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RFS.

Net Worth Requirement to be met by Lead Member is Rs.....Crores which is .....%age [Insert percentage of equity contribution of lead member which shall not be less than 51%] of the total minimum Net Worth of Rs.....Crores calculated at Rs 1.5 Crores/MW of Bid Capacity of the Bidding Consortium [Please note that Lead Member must meet minimum Net Worth requirements in proportion of equity contribution in the Bidding Consortium. Please refer Clause 3.5.2 for details]

Net Worth Requirement to be met by other Members is .....[Please note that minimum Net Worth requirements must be met by the Bidding Consortium as a whole and there are no limitations on the Net Worth demonstrated by other Members as long as the Lead Member meets the relevant criteria and Bidding Consortium as a whole meets the Financial Eligibility Criteria. Please refer to Clause 3.5.2 for details]

For the above calculations, we have considered Net Worth by Member in Bidding Consortium as per following details:

Name of Consortium Member Individual	<Financial Year to be considered for Net Worth of the respective Individual Member> (or) <in case Net Worth as on.....which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Consortium Member Individual	Equity Commitment (in %age) in Bidding Consortium of Individuals	Demonstrated Net Worth (in INR. Crore)
<b>Lead Member</b>				
<b>Member 1</b>				
---				
<b>Total Networth demonstrated</b>				

**Exhibit (v): Applicable in case of Hybrid Consortium**

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

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

We certify that the Hybrid has a minimum Net Worth\* of INR----- Crore (Rupees ----- ) or equivalent US\$ based on

**Audited annual accounts for the financial year .....**

Or

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to Bid Deadline)**

*(Strike out whichever not applicable)*

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RFS.

Net Worth Requirement to be met by Lead Member is Rs.....Crores which is .....%age [Insert percentage of equity contribution of lead member which shall not be less than 51%] of the total minimum Net Worth of Rs.....Crores calculated at Rs 1.5 Crores/MW of Bid Capacity of the Bidding Consortium [Please note that Lead Member must meet minimum Net Worth requirements in proportion of equity contribution in the Bidding Consortium. Please refer Clause 3.5.2 for details]

Net Worth Requirement to be met by other Members is .....[Please note that minimum Net Worth requirements must be met by the Bidding Consortium as a whole and there are no limitations on the Net Worth demonstrated by other Members as long as the Lead Member meets the relevant criteria and Bidding Consortium as a whole meets the Financial Eligibility Criteria. Please refer to Clause 3.5.2 for details]

For the above calculations, we have considered Net Worth by Member in Bidding Consortium as per following details:

Name of Consortium Member Individual/Member Firm	<Financial Year to be considered for Net Worth of the respective Individual Member> (or) <in case Net Worth as on.....which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Consortium Member	Equity Commitment (in %age) in Bidding Consortium of Member	Demonstrated Net Worth (in INR. Crore)
<b>Lead Member</b>				
<b>Member 1</b>				
---				
<b>Total Networth demonstrated</b>				

<Incase any of the Members in a Hybrid Consortium is a Company seeking qualification on the basis of financial capability of its Parent/Affiliate/Ultimate Parent, in addition to the table above, the table below must be filled up by such Members

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 Member of Bidding Consortium *( if any)	<Financial Year to be considered for Net Worth of the respective Individual Member> (or) <in case Net Worth as on.....which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Demonstrated Net Worth (in INR. Crore)
<b>Lead Member</b>						
<b>Member 1</b>						
---						
<b>Total</b>						

*\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate/Ultimate Parent 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 (vi): Applicable in case of Bidding Individual**

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

**Audited annual accounts for the financial year .....**

Or

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to Bid Deadline)**

*(Strike out whichever not applicable)*

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RFS.

For the above calculations, we have considered the Net Worth by Bidding Individual as per following details:

Name of the Individual	Net Worth (in INR. Crore) of the Individual
.....	

**Exhibit (vi): Applicable in case of Bidding Firm**

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

**Audited annual accounts for the financial year .....**

Or

**Net Worth as on day dd/mm/yyyy (not more than seven days prior to Bid Deadline)**

*(Strike out whichever not applicable)*

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RFS.

For the above calculations, we have considered the Net Worth by Bidding Firm as per following details:

Name of the Bidding Firm	<Financial Year to be considered for Net Worth of the respective Bidding Firm> (or) <in case Net Worth as on.....which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Bidding Firm
.....		

**(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. Sample format for the computation of Net Worth has been provided as Annexure E to this document.

(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 Bidding Company/Consortium/Bidding Firm/Consortium of Firms/Hybrid Consortium 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 for the period at least thirty (30) days prior to the Bid Deadline of the Bidder shall also be enclosed in support thereof.

(iv) Note: Non-Convertible Debentures allotted to Registered Foreign Portfolio Investors (RFPI) under the FEMA 20 Regulation issued by the RBI shall be allowed for computation of network, only upon mandatory submission of documentary evidence of valid certificate of registration of RFPI from SEBI and also a Chartered Accountant certificate clearly certifying the quantum of Non-Convertible Debentures and the compliance of the entity demonstrating Net Worth with all the conditions specified by FEMA 20 Regulation and other applicable regulations

**FORMAT- 6.7****Format for Disclosure**

[On the letter head of Bidding Company/Bidding Firm/ Bidding Individual/ Each Member in a Bidding Consortium. In case of Bidding Consortium, must be submitted separately by each Member of the Consortium including the Lead Member]

**Disclosure**

1. We hereby declare and confirm as under:-

i. <Insert in case of Bidding Company/Consortium of Companies>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 Bid process under this RFS

OR

ii. <Insert in case of Bidding Firm/Consortium of Firms>That only we are participating in the RFS Selection process for the RFS No. \_\_\_\_\_ and that we have submitted only one Bid in the Bid process under this RFS.

OR

iii. <Insert in case of Bidding Individual/Consortium of Individuals>That only I/we are participating in the RFS Selection process for the RFS No. \_\_\_\_\_ and that I/we have submitted only one Bid in the Bid process under this RFS.

OR

<Insert in place of the above if relevant>That we are participating in the RFS selection process for the RFS No...and that in addition to our Bid, the following entities/Bidders are also separately participating in this selection process with which we have direct or indirect relationship. The names of such other Bidders are given below: -.

Sl. No.	Name of the Bidder	Name of the related Bidder	Relationship between the Bidders	Bid Capacity under each Bid in MW
1				
2				
---				

Add/Delete the rows as applicable

2. <Applicable for all Bidders>We hereby declare and confirm that we have not violated provisions of Clause 3.3.1 of the RFS. We hereby declare that we are not in Conflict of Interest with any Bidder under the Bid process under this RFS
  
3. <Applicable for all Bidders>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 Bid 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 forfeited.

*(Signature & Name of the authorized signatory as per Clause 3.10)*

**FORMAT-6.8****Format for Technical Criteria****[On the letter head of Bidder]**

To,

**Chief General Manager Commercial & RAC****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'**

I/We hereby undertake to certify that the following details for each Project(s) to be developed by me/us pursuant to my/our selection as Successful Bidder as per the provisions of this RFS, shall be furnished within one hundred and eighty (180) days of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established technology and at least one Project based on this technology is successfully operational.
- 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 my/our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

***(Signature & Name of the authorized signatory as per Clause 3.10 of the RFS)***

**FORMAT - 6.9****Declaration by the Bidder for the proposed technology tie-up**

(These details can be modified subsequent to selection as Successful Bidder as per the terms of this RFS)

**Table A** (One summary table to be provided)

S. No	Project No #	Proposed Installed Capacity of Project in MW
1	...	...
2	.....	.....
....	.....	.....

**Table B** (To be submitted separately for each Project)

<b>1</b>	<b>Name of Biding Company / Lead Member of Bidding Consortium/Bidding Firm/Bidding Individual</b>	
<b>2</b>	<b>District and Location</b>	
<b>3</b>	<b>Capacity proposed</b>	<b>..... MW</b>
<b>4</b>	<b>Technology proposed to be adopted for the Project</b>	
<b>5</b>	<b>Estimated Capacity Utilization Factor</b>	<b>%</b>
<b>6</b>	<b>Estimated Annual Generation of Electrical Energy</b>	<b>kWh</b>
<b>7</b>	<b>Brief about the proposed Technology (include as applicable)</b>	
	<b>Crystalline Silicon Solar Cells and Modules</b>	
	<b>Concentrated PV Modules</b>	
	<b>Thin Film Modules</b>	
	<b>Any Other Technology</b>	

The Bidder shall enclose the Pre-Feasibility Report along with this Format. This Pre-Feasibility report shall be prepared in best effort basis and non-submission of the Pre-feasibility report shall not be construed as a basis for rejection of the Bid

**Signature of the Authorised Signatory as per Clause 3.10**

**Name of the Authorised Signatory as per Clause 3.10**

**FORMAT- 6.10 (A)**

**FINANCIAL BID**

**Covering Letter**

**(On Bidder’s letter head)**

[Date and Reference]

To,

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

**Sub: Response to RFS for “Selection of Solar PV developers for procuring 2000 MW through tariff-based competitive bidding” vide RFS No.**

.....

Dear Sir,

I/ We, \_\_\_\_\_ (Applicant’s name) enclose herewith the Financial Bid for .....(Insert Group 1 or Group 2) selection of my / our Company/firm/consortium for the following –

Project No #	Injection Voltage (Group 1 Bidders shall only specify 33 kV Injection Voltage)  (Group 2 Bidders shall specify 132 kV or 220 kV as Injection Voltage)	Proposed Offered Capacity in MW terms
...		...

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 as per Clause 3.10)

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 2000 MW through tariff-based competitive bidding” under .....<Insert Group 1 or Group 2 Bid>**

<p><b>Offered Capacity in MW</b></p>	<p><b>Injection Voltage</b>                  (Group 1 Bidders shall only specify 33 kV Injection Voltage)                   (Group 2 Bidders shall specify 132 kV or 220 kV as Injection Voltage)</p>	<p><b>List of Preferred Interconnection Substations</b></p>		
		<p><b>Preference 1</b></p>	<p>&lt;Insert name of district where the Interconnection Substation is located)</p>	<p>&lt;Insert name of Interconnection Substation&gt;</p>
		<p><b>Preference 2</b></p>	<p>&lt;Insert name of district where the Interconnection Substation is located)</p>	<p>&lt;Insert name of Interconnection Substation&gt;</p>
		<p><b>Preference 3</b></p>	<p>&lt;Insert name of district where the Interconnection Substation is located)</p>	<p>&lt;Insert name of Interconnection Substation&gt;</p>
				<p>.....</p>
				<p>.....</p>

**Add more rows for number of preferences. A minimum of 1 and maximum of 10 Preferred Interconnection Substations can be specified in the List**

<p><b>Quoted Tariff in INR/kWh (figures)</b></p>	<p>.....</p>
--	--------------

**Note:**

1. Quoted Tariff shall be quoted at Interconnection Point only in INR/kWh in four (4) decimal places.
2. Bids exceeding the Ceiling Tariff shall be summarily rejected
3. Group 1 Bids shall only specify 33 kV side of 33/11 kV Interconnection Substation or 33 kV side of 132/33 kV Interconnection Substation in the List and any preference not meeting this condition, if found in the List, shall not be considered for allocation. Group 2 Bids shall only specify 132 kV side of 132/33 kV Interconnection Substation or 220 kV side or 132 kV side of 220/132 kV Interconnection Substation or 220 kV side of 400/220 kV Interconnection Substation in the List and any preference not meeting this condition, if found in the List shall not be considered for allocation

Bidder shall take into account provisions of this RFS and more specifically terms specified in Clause 3.6 of this RFS while submitted Financial Bid

Authorised Signature:

Name:

Designation:

Name & Address of the Company/Consortium/Firm/Individual

**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/m<sup>2</sup>, AM 1.5, 25<sup>0</sup>C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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**

<b>A. SBI AND ASSOCIATES</b>	<b>C. OTHER PUBLIC SECTOR BANKS</b>
	IDBI Bank Ltd.
<b>1. State Bank of India</b>	<b>D. FOREIGN BANKS</b>
<b>2. State Bank of Bikaner &amp; Jaipur</b>	<b>1. Bank of America</b>
<b>3. State Bank of Hyderabad</b>	<b>2, Bank of Tokyo Mitsubishi UFJ Ltd.</b>
<b>4. State Bank of Indore</b>	<b>3. BNP Paribas</b>
<b>5. State Bank of Mysore</b>	<b>4. Calyon Bank</b>
<b>6. State Bank of Patiala</b>	<b>5. Citibank N.A.</b>
<b>7. State Bank of Travancore</b>	<b>6. Deutsche Bank A.G</b>
<b>B. OTHER NATIONALISED BANKS</b>	<b>7. The HongKong and Shanghai Banking Corpn. Ltd.</b>
<b>1. Allahabad Bank</b>	<b>8. Standard Chartered Bank</b>
<b>2. Andhra Bank</b>	<b>9. Societe Generale</b>
<b>3. Bank of India</b>	<b>10. Barclays Bank</b>
<b>4. Bank of Maharashtra</b>	<b>11. Royal Bank of Scotland</b>
<b>5. Canara Bank</b>	<b>12. Bank of Nova Scotia</b>
<b>6. Central Bank of India</b>	<b>13. Development Bank of Singapore (DBS Bank Ltd.)</b>
<b>7. Corporation Bank</b>	<b>14. Credit Agricole Corporate and Investment Bank</b>
<b>8. Dena Bank</b>	<b>E. SCHEDULED PRIVATE BANKS</b>
<b>9. Indian Bank</b>	<b>1. Federal Bank Ltd.</b>
<b>10. Indian Overseas Bank</b>	<b>2. ING Vysya Bank Ltd.</b>
<b>11. Oriental Bank of Commerce</b>	<b>3. Axis Bank Ltd.</b>

<b>12. Punjab National Bank</b>	<b>4. HDFC Bank Ltd.</b>
<b>13. Punjab &amp; Sind Bank</b>	<b>5. Yes Bank Ltd.</b>
<b>14. Syndicate Bank</b>	<b>6. Kotak Mahindra Bank</b>
<b>15. Union Bank of India</b>	<b>7. IndusInd Bank Ltd.</b>
<b>16. United Bank of India</b>	<b>8. Karur Vysya Bank</b>
<b>17. UCO Bank</b>	<Intentionally left blank>
<b>18. Vijaya Bank</b>	
<b>19. Bank of Baroda</b>	

**ANNEXURE – D**

Refer to the attached file **Annexure D\_Telangana Solar RFS (List of Substations).pdf**

Please note the following for information provided in Annexure D:

**$\Sigma$  (Injection capacity at all Substations on a particular feeder) is less than or equal to the Feeder Capacity that has been specified in Annexure D**

**ANNEXURE-E****Sample Format for Net Worth Computation (applicable for Bidding Companies and/or Consortium of Bidding Companies). Similar format is prescribed for other Bidders**

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the Net Worth of \_\_\_\_\_, having its registered office at \_\_\_\_\_, as per the audited annual accounts for the year ended \_\_\_\_\_ is as below:

<b>Computation of Net Worth</b>		
	<b>(Rs. In Crores)</b>	<b>Reference</b>
<b>Particulars</b>	<b>(Financial Year)</b>	<b>Page number in Annual audited accounts</b>
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		
<b>Total Net Worth</b>		
Bid capacity in MW Terms	<Insert Bid Capacity in MW terms here>	
Minimum required Net Worth as per clause 3.5.2	<Insert minimum networth computed @ INR 1.5 Crores/MW of Bid Capacity as per Clause 3.5.2 of this RFS	
<b>Total Net Worth demonstrated</b>	<Insert Net Worth in Rs Crores here>	

This certificate is issued on the specific request by the Company for submission to Southern Power Distribution Company of Telangana Limited (TSSPDCL) as \_\_\_\_\_ [Company Name] is bidding for a contract for supply of solar power to TSSPDCL under the RFS no..... The above Net Worth has been calculated as per the instruction as per the instructions provided in the RFS.

[Chartered Accountants' Name and Seal and Reg No]

Date:

Place: