

ADANI ELECTRICITY MUMBAI LIMITED

REQUEST FOR SELECTION (RfS)

**FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH COMPETITIVE
BIDDING PROCESS FROM 350 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER
PROJECTS WITH GREENSHOE OPTION OF ADDITIONAL 350 MW**

(Under DCR Category)

RfS No. AEML/RE/PP/2019/001

Dated 21st January 2019

ISSUED BY

Adani Electricity Mumbai Limited (AEML)

**CTS, 407/A (New), 408 Old Village, Eksar Devidas Lane off SVP road, Near Devidas lane
telephone exchange, Borivali (West), Mumbai-400103**

Website: www.adanielectricity.com

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DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **Seven (07) days from the date of notification of RfS/ Issue of the RfS documents**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Adani Electricity Mumbai Ltd. (AEML) reserves the right to modify, amend or supplement this RfS document including the PPA.
3. While this RfS has been prepared in good faith, neither AEML nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any Act or omission on their part.

Place: Mumbai

Date: 21st January 2019

Bid Information Sheet

Document Description	RfS Document For Purchase Of Power On Long term basis through competitive bidding process from 350 MW grid connected solar photovoltaic power projects with greenshoe option of additional 350 MW (Under DCR Category)
RfS No. & Date	RfS No. AEML/RE/PP/2019/001
Downloading of tender documents	As per NIT on TCIL portal
Pre-bid Conference / Clarification Meeting	As per NIT on TCIL portal (Venue will be notified later in AEML website)
Last date & Time for a. Online Submission of Response to RfS and b. All documents as per Section 3.21A physically at AEML office, Mumbai	As per NIT on TCIL portal
Online Bid Opening (Techno-Commercial)	As per NIT on TCIL portal
Online Financial Bid Opening	As per NIT on TCIL portal
Cost of RfS Document (non-refundable)	Rs. 29,500/- (inclusive of GST) to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Adani Electricity Mumbai Ltd", payable at Mumbai
Processing Fee (non-refundable)	Rs. 10 Lakhs + 18% GST; To be submitted in the form of DD/Pay Order along with the response to RfS in favour of "Adani Electricity Mumbai Ltd", payable at Mumbai.
EMD	Earnest Money @ Rs. 10 Lakh / MW is to be submitted in the form of Bank Guarantee along with the Response to RfS.

<p>Name, Designation, Address and other details (For Submission of Response to RfS)</p>	<p>Ghanshyam Thakkar Assistant Vice President - Power Procurement CTS, 407/A (New), 408 Old Village, Eksar Devidas Lane off SVP road, Near Devidas lane telephone exchange, Borivali (West), Mumbai-400103. Tel: 022-30098771/8747 Mobile: 74982 43623 Email: ghanshyam.thakkar@adani.com</p>
<p>Details of persons to be contacted in case of any assistance required</p>	<p>Harshal Bhingare Tel: 022-30098747 Mobile: 93237 23252 Email: harshal.bhingare@adani.com</p>
<p>Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.adanielectricity.com and www.tcil-india-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.</p>	
<p>For conducting the e-bidding, AEML will use the portal https://www.tcil-india-electronictender.com of Telecommunications Consultants India Limited (TCIL), which is a Government of India undertaking (e-bidding Portal). Bidders are required to register themselves online with TCIL (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to TCIL, and subsequently download the RfS and other Bid Documents from the E-bidding Portal. A Bidder, who is already validly registered on the E-bidding Portal need not register again on the E-bidding Portal.</p> <p>Additionally, prior to the submission of the Proposal, a Bidder is required to pay online (through the payment gateway facility on the E-bidding Portal) a non-refundable ETS bidding fee of INR 20,000 (Indian Rupees Twenty Thousand only) (plus applicable taxes as indicated in the e-bidding Portal).</p>	

SECTION 1: INTRODUCTION

Section 1: Introduction

1.1. INTRODUCTION

- 1.1.1.** Adani Electricity Mumbai Limited is integrated utility engaged in Generation at Dahanu, Transmission across Mumbai and Maharashtra and Distribution of electricity in suburbs of Mumbai. It is one of the largest private sector power distribution and transmission player in the country in terms of revenue of Rs. 3,878 Crores for the six months period ended September 30, 2018 and Net-Worth of Rs. 3,719 Crores as on September 30, 2018. It distributes power to more than 30 Lakh consumers in its licensed area of supply, wheeled 11,154 million units in the financial year ended March 31, 2018 and met maximum system demand of 1,954 MW in the current financial year till date..
- 1.1.2.** In order to fulfil the Renewable Purchase Obligation (RPO), AEML intends to procure solar power capacity of 350 MW through Competitive Bidding Process (conducted through electronically facilitated online web based portal (TCIL)) and additional 350 MW of power under Greenshoe option under DCR Category. AEML shall enter into PPA with the Bidders selected based on this RfS for purchase of solar power for a period of 25 years from the Commercial Operation Date based on the terms, conditions and provisions of the RfS.

1.2. DETAILS OF POWER PROCUREMENT

- 1.2.1.** The Bidders selected by AEML based on this RfS, shall set up Solar Power Project in accordance with the provisions of this RfS document and PPA. PPA format has been enclosed herewith and can be downloaded from <https://www.tcil-india-electronictender.com>.
- 1.2.2.** AEML shall enter into PPA with the Bidders selected based on this RfS for purchase of solar power for a period of 25 years from the Commercial Operation Date based on the terms, conditions and provisions of the RfS. The tariff payable to Selected Bidder shall be fixed for 25 years as discovered through the e-bidding conducted vide this RfS. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon

credits, etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on AEML for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

- 1.2.3. Solar Power Developer shall be responsible for arrangement of start-up power/auxiliary consumption with no cost to AEML.
- 1.2.4. In case of inter - state Projects, all transmission charges and losses up to Delivery Point shall be to the account of the Successful Bidder. No change in charges / losses of CTU shall be covered under Change in Law.

1.3. ELIGIBLE PROJECTS:

- 1.3.1. The Projects to be selected under this Technology shall provide for deployment of Solar PV Technology in compliance with the Domestic Content Requirement as specified in RfS document. However, the selection of Projects would be technology agnostic within the technology mentioned hereinafter. Crystalline silicon or thin film etc., 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. The detailed technical parameters shall be as specified by MNRE from time to time.

SECTION 2: DEFINITIONS

Section 2: Definitions

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

2.1. Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"Affiliate" shall mean a Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or rights to appoint majority Directors;

"Bidder" shall mean bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium submitting the bid. Any reference to the Bidder includes Bidding Company/LLC/Bidding Consortium/Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

"Bidding Consortium" or "Consortium" refers to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

"Capacity Utilisation Factor (CUF)" shall have the same meaning as provided in CERC (Terms & Conditions for tariff determination from renewable energy sources) Regulations, 2017 as amended from time to time;

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

For Bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, **"Chartered Accountant"** shall mean a person or a firm practicing in the respective country and designated / registered under the corresponding Statutes/laws of the respective country;

"CERC" shall mean Central Electricity Regulatory Commission;

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

"Commercial Operation Date" with respect to the Project / Unit shall mean the date on which the Project/ Unit is commissioned (certified by CTU/STU/DISCOM) and available for commercial operation and such date as specified in a written notice given at least 30 days in advance by the Successful Bidder to AEML;

"Commissioning" with respect to the Project/ Unit as certified by CTU/STU/DISCOM shall mean when all equipment's as per rated capacity have been installed and energy has flown into the grid;

"Contracted Capacity" shall mean the capacity (in MW AC) contracted with AEML for supply by the Solar Power Developer to AEML at the Delivery Point from the Solar Power Project;

"Contract Year" shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- i. in the financial year in which the Scheduled Commercial Operation Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commercial Operation Date and a new Contract Year shall commence once again from the Scheduled Commercial Operation Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

- ii. provided further that the last Contract Year shall end on the last day of the Term of the PPA;

"Control" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;

"Controlling shareholding" shall mean more than 50% of the voting rights and paid up share capital in the Company/Consortium;

"CTU or Central Transmission Utility" shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the Electricity Act, 2003;

"Day" shall mean calendar day;

"Delivered Energy" means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by RLDC/SLDC.

"Effective Date" shall mean the date of execution of PPA by both the parties.

"Equity" shall mean Net-Worth as defined in Companies Act, 2013;

"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 a legally binding agreement for commitment of such finances;

"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. 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.

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial Company, pension funds, sovereign funds 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;

"Joint Control" shall mean a situation where a Company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);

"Lead Member of the Bidding Consortium" or "Lead Member": There shall be only one Lead Member, having shareholding of more than 50% in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (COD) of the Project;

"Letter of Award" or "LOA" shall mean the letter issued by AEML to the Selected Bidder for award of contract;

"LIMITED LIABILITY PARTNERSHIP" or "LLP" shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

"LLC" shall mean Limited Liability Company;

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

"MERC" shall mean Maharashtra Electricity Regulatory Commission;

"Metering Point/Delivery Point/Interconnection Point" For intra - state Projects, metering shall be at the LV side of pooling substation of Maharashtra STU; For inter - state Projects, energy settlement and Delivery point shall be at Maharashtra STU periphery;

"Month" shall mean calendar month;

"Net-Worth" shall mean the Net-Worth as defined in Section 2 of the Companies Act, 2013;

"Paid-up share capital" shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;

"Parent" means a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

"Pooling Substation/Pooling Point" shall mean a point where more than one solar PV Project may connect to a common transmission system;

"PPA" shall mean the Power Purchase Agreement signed between the Successful Bidder and AEML according to the terms and conditions of the standard PPA enclosed with this RfS;

"Project"/ "Solar Power Project" shall mean the solar power generation facility having separate points of injection into the grid at Metering Point/Delivery Point/Inter-connection Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, intended to be developed and constructed for the purpose of supply of power to AEML;

"Project Capacity" shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the PPA shall be signed;

"Project Developer" or "Developer" or "Solar Power Developer (SPD)" shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project Capacity by AEML, including the SPV formed by the Selected Bidder/ Consortium for the purpose of setting up of Project and signing of PPA with AEML;

"REA" Regional Energy Account;

"RfS Document" shall mean the bidding document issued by AEML including all attachments, clarifications and amendments thereof vide RfS No. AEML/RE/PP/2019/001 dated --- January 2019;

"RLDC" shall mean relevant Regional Load Dispatch Center established under sub section(1) of Section 27 of Electricity Act 2003;

"SEA" means the State Energy Account issued by State Load Dispatch Centre, and amendment thereto;

"SCOD" or "Scheduled Commercial Operation Date" shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 12 (Twelve) months from the date of execution of PPA.

"Selected Bidder or 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;

"SLDC" means the State Load Dispatch Center as notified by the State Government;

"Solar PV Project" means the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

"STU or "State Transmission Utility" shall mean the State Transmission Utility notified by respective State Government under Sub-section (1) of Section 39 of the Electricity Act, 2003;

"TOE" shall mean Tender Opening Event;

"Ultimate Parent" shall mean a Company, which owns more than 50% (fifty percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

"Unit" shall mean one set of Solar Photovoltaic Grid Interactive power plant and all the auxiliary equipment and facilities, required to constitute a solar Project.

"Week" shall mean shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday.

SECTION 3: BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3: Bid Information and Instructions to Bidders

3.1. OBTAINING RFS DOCUMENT, COST OF DOCUMENTS & PROCESSING FEES

- 3.1.1. RfS document can be downloaded from the website of TCIL (<https://www.tcil-india-electronictender.com>). A link of the same is also available at www.adanielectricity.com

Note: Interested Bidders have to download the official copy of RfS & other documents after logging into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure – D). The Bidder shall only be eligible to submit/ upload the bid document only after logging into the TCIL portal and downloading the official copy of RfS.

- 3.1.2. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Processing Fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of bid Processing Fee and cost of RfS documents. The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by AEML.

3.2. TOTAL CAPACITY OFFERED, PROJECT SCOPE AND TECHNOLOGY SELECTION

3.2.1. Capacity Offered:

The selection of Grid-connected Solar PV Projects for total capacity of 350 MW, under “Domestic Content Requirement (DCR) category”, will be carried out through e-bidding process.

3.2.2. Capacity Allocation Under Greenshoe Option

The modality for allocation of additional 350 MW capacity under Greenshoe option, in compliance with the Domestic Content Requirement (DCR) as specified in this RfS document, shall be as under:-

- Upon shortlisting the Projects for 350 MW as specified in Clause 3.2.1 above, AEML, may at its own discretion, procure additional 350 MW under Greenshoe option.
- Once the capacity selection for 350 MW as specified in Clause 3.2.1 above is exhausted, AEML, may further allocate capacity under Greenshoe option based on next lowest quoted tariff and so on until the capacity up to 350 MW under Greenshoe option is exhausted.
- The Bidder can therefore, at its will, offer a maximum bid capacity of 700 MW. Selection of 350 MW capacity under Greenshoe shall be at AEML's discretion.

3.2.3. Maximum Bid Capacity

Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit multiple bids for a maximum cumulative bid capacity of 700 MW including capacity offered under Greenshoe option. However, selection of 350 MW capacity under Greenshoe shall be at AEML's discretion.

3.2.4. Minimum Capacity of Project

The minimum Project Capacity shall be 50 MW and each selected solar Project through this RfS shall mandatorily meet Domestic Content Requirement (DCR) defined in this RFS.

3.2.5. Project Location

The Bidder can bid for multiple Projects located anywhere in India.

3.2.6. Project Scope:

Under this scheme, the SPD shall set up Solar PV Project(s) including setting up or arranging the transmission network up to the Metering Point/Delivery Point/Interconnection Point in line with Clause 3.6, at its own cost (including but not limited to open access charges till the Delivery Point) and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from Central

Government, State Government and local bodies shall be in the scope of the SPD. The Projects to be selected under this scheme provide for deployment of PV Technology. 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.

In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters as specified by MNRE from time to time. The current technical parameters are indicated in Annexure -A.

3.3. ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 3.3.1.** A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company (collectively called as "Group entities") can submit multiple bids, subject to maximum bid capacity of 700 MW on cumulative basis for all the Group entities. The Bidder shall give an undertaking along with the details of the bid submitted by its other Group entities as per Format-5.8.
- 3.3.2.** The Bid do not restrict any Group entities of AEML including AEML to participate in the bid, provided the entities meet the eligibility criteria specified in this bid.
- 3.3.3.** The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of Projects is elaborated in Section 4.
- 3.3.4.** In case the Bidder wishes to set up a Project at more than one location, then they would need to be physically identifiable with separate boundary wall, separate inter-connection points and metering arrangement.

3.4. QUALIFICATION REQUIREMENTS

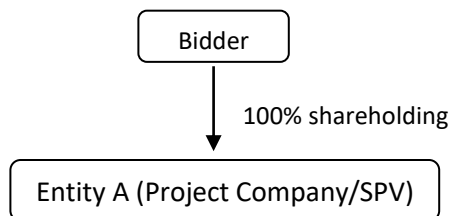
- 3.4.1.** Short-listing of Bidders will be based on meeting the following criteria:

A. General Eligibility Criteria

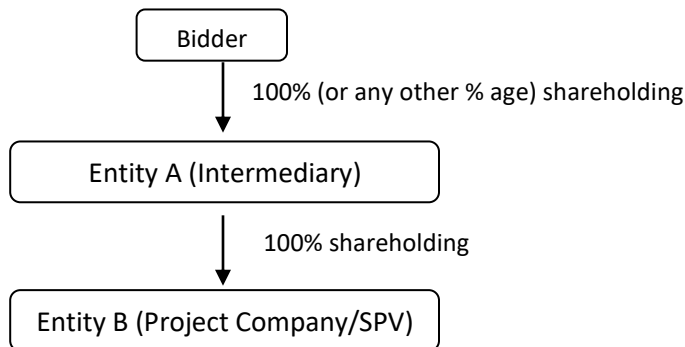
- i. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- ii. Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 5.5).
- iii. A foreign Company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign Company participating on standalone basis and its selection as Successful Bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA. In case a Foreign Company is selected as the Successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
In case the foreign Company participating as a member of consortium, the Clause 3.4 A. vii) shall be applicable.
- iv. Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as Successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to either demonstrate or infuse the capital in form of his own equity in line with the requirement stipulated in Clause 3.5 given below. In case the LLC fails to incorporate as an Indian Company before signing of PPA, is unable to demonstrate / infuse capital in form of his own equity in the Company registered in India, or is not able to sign the PPA with AEML, EMD of such Bidders shall be forfeited.
Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.

- v. Limited Liability Partnership (LLPs) are not eligible for participation.
- vi. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the Successful Bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- vii. Any consortium, if selected as Successful Bidder for the purpose of supply of power to AEML, shall incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with AEML, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS.
This shall not change until the signing of PPA and the Controlling Shareholding shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of Controlling Shareholding within the same group of companies will however be allowed after COD with the permission of AEML, subject to the condition that, the management control remains within the same group of companies.
- viii. The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- ix. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.4 A (iii) and (vi) above should be an immediate 100 % subsidiary of the Bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per the RfS conditions, only Scenario 1 is permissible in case of Projects being implemented by SPVs.

B. Technical Eligibility Criteria

- i. It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The proposed technology shall be in compliance with the Domestic Content Requirement as specified in RfS document. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 5.10. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the technology partner, proposed at the time of submission of response to RfS can be changed at the time of Financial Closure. However, the Bidder shall provide sufficient proof and credentials 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 undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 3.13 under the sub title "Financial Closure". The undertaking shall be submitted as per enclosed Format 5.9.
- iii. The Bidders shall strictly comply with the technical parameters as specified by MNRE from time to time. The current technical parameters are indicated in detailed in the Annexure -A..

- iv. The Projects shall also comply with the criteria for power generation detailed in Clause 3.8

C. Financial Eligibility Criteria

Net-Worth:

- i. The Net-Worth of the Bidder should be equal to or greater than Rs. 1.07 Crores per MW of the quoted capacity, as on the last date of previous Financial Year, 2017-18.
- ii. The Net-Worth to be considered for the above purpose will be the cumulative Net-Worth of the Bidding Company or Consortium together with the Net-Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
- iii. Net-Worth to be considered for this clause shall be the total Net-Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.
- iv. Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Net-Worth per MW of quoted capacity as on 31st March, 2018.
- v. For sake of clarity, in case a Bidder is submitting bid for 700 MW including capacity offered under Greenshoe option, the Net-Worth criteria is to be met for the total capacity i.e, 700 MW.
- vi. In case multiple bids are submitted by Group entities, the Net-Worth criteria is to be met for the cumulative capacity offered by all the Group Entities.
- vii. Pursuant to evaluation of Net-Worth Criteria as part of technical bid, if it is found by AEML that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity i.e. as specified in Clause 3.2.4.

Liquidity:

- i. In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of INR 50 lakhs/MW of the quoted capacity during the previous financial year i.e. FY 2017-18. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
 - b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 10 Lakhs/MW of the quoted capacity, as on the last date of previous financial year, 2017-18.
 - c. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of INR 12.5 Lakhs/MW of the quoted capacity, towards meeting the working capital requirement of the Project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
- ii. In case multiple bids are submitted by Group entities, the Liquidity criteria is to be met for the cumulative capacity offered by all the Group Entities.
- 3.4.2.** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 3.4.1 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.
- 3.4.3.** For the purposes of meeting financial requirements, only latest 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 response to RfS.

- 3.4.4.** A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. 2017-18, along with Net-Worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign Companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.
- 3.4.5.** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in USD, equivalent rupees of Net-Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 3.4.6.** For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

For e.g. If two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.07 Crores x 100MW = Rs. 107 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 74.90 Crores and to be met by Consortium Member B would be Rs. 32.10 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.

3.5. FINANCIAL REQUIREMENTS FOR SELECTED PROJECTS

- 3.5.1.** The SPD shall have to demonstrate/ infuse an Equity amount of at least Rs. 1.0 Cr./MW for each Project in the following manner:
- I. @ 10% at the time of signing of PPA;
 - II. @ 25% at the time of Financial Closure; and

III. the balance prior to declaration of COD

- 3.5.2. Documentary evidence for the above shall have to be provided by the SPD along with certified copies of annual audited accounts of the last financial year. Further, the certificate issued by a Chartered Accountant with certified copies of Balance sheet, Profit & Loss account, Schedules and cash flow statement as on 7 days prior to the scheduled date as mentioned above supported with bank statement are required to be submitted at respective stages.

3.6. CONNECTIVITY WITH THE GRID

- 3.6.1. The Project should be designed for delivery of energy at Delivery Point.
- 3.6.2. The responsibility of getting the grid connectivity with CTU/STU/DISCOM shall entirely be of the Successful Bidder. The Successful Bidder shall submit documentary evidence for securing connectivity with grid from CTU/STU/DISCOM within 6 months from the date of signing of PPA.
- 3.6.3. The transmission of power up to Metering point/Delivery point/Interconnection point shall be the responsibility of the Successful Bidder at his own cost. The maintenance of Transmission system up to the Metering point/Delivery point/Interconnection point shall be responsibility of the Successful Bidder.
- 3.6.4. The arrangement of connectivity can be made by the Successful Bidder through a dedicated line or sharing of a line. The dedicated line may be constructed by the Successful Bidder or through any other agency. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the Project up to the Metering point/Delivery point/Interconnection point will be borne by the Successful Bidder. The arrangement of connectivity can be made through sharing of a line, however sharing of line shall be at the discretion of the Bidder provided there is a legally binding agreement between the Bidder and the other parties sharing the same line for a period not less than 25 years and the Bidder shall indemnify AEML for any loss arising out of failure of such shared line.

- 3.6.5. The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.
- 3.6.6. The Successful Bidder shall comply CERC/MERC Regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.

3.7. DOMESTIC CONTENT REQUIREMENT (DCR)

- 3.7.1. For Solar PV Projects to be selected through this RfS, it will be mandatory for all the Projects to meet Domestic Content Requirement as mentioned below:

In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules from P-type (or N-type) wafers till final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in India. The requisite P-type (or N-type) wafers and other raw materials can be imported.

In case of Thin-film technologies, the entire Modules, assembly comprising of Thin-film Solar Cells shall be manufactured in India. The starting substrate (without any semiconductor junction) and other raw materials can be imported.

3.8. POWER GENERATION BY SOLAR POWER DEVELOPER

3.8.1. Criteria for generation:

The SPD will declare the annual CUF of its Project at the time of submission of response to RfS as per Format-5.10. The CUF for the Project shall remain unchanged for the entire term of the PPA. Procurement of any generation above 19% of annual CUF shall be at the discretion of AEML. SPD shall maintain generation so as to achieve minimum annual CUF of 17% for the entire PPA duration of 25 years.. The lower limit will, however, be relaxable by AEML to the extent of non-availability of grid for evacuation (as certified by RLDC/SLDC) which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

3.8.2. Shortfall in minimum generation:

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF of 17%, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation @ 100% of the PPA tariff to AEML. This will, however, be relaxable by AEML to the extent of grid non-availability for evacuation (as certified by RLDC/SLDC) which is beyond the control of the developer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with AEML, affecting supply of solar power by SPD.

3.8.3. Excess Generation:

Procurement of any excess generation over and above 19% of annual CUF till the Declared CUF shall be purchased by AEML at its discretion at the PPA tariff. Any excess generation above the Declared CUF shall be purchased by AEML at its discretion at a fixed tariff of 75% of the PPA tariff.

However, the SPD shall inform at least 60 days in advance of any such excess generation above the annual CUF of 19% to AEML. AEML shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 1 month of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by AEML within the said period of 1 month, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party.

While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption, the SPD will not be allowed to sell any excess power to any other entity other than AEML (unless refused by AEML).

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the

SPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement. SPD cannot claim compensation to the extent of generation loss above rated capacity due to offtake constraints because of grid unavailability in case of peak capacity is higher than the rated capacity.

3.8.4. Offtake constraints due to Grid Unavailability & Back down:

a. Generation Compensation in offtake constraints due to Grid Unavailability:

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability (to be certified by RLDC/SLDC) the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases the generation compensation shall be addressed by AEML in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by AEML at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

b. Offtake constraints due to Back down: The Solar Power Developer and AEML shall follow the forecasting and scheduling process as per the regulations in this regard by the CERC/MERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to Solar Power Projects. Accordingly, no solar power plant, duly commissioned, should be

directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Developers shall be eligible for a Minimum Generation Compensation, from AEML, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Back down during a monthly billing cycle.	<p>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of back down hours during the month)]X PPA tariff</p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by AEML at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of REA/State Energy Accounts (SEA).

3.9. CLEARANCES REQUIRED FROM THE CENTRAL/STATE GOVERNMENT AND OTHER LOCAL BODIES

3.9.1. The Bidders are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects.

3.10. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE BANK GUARANTEES (PBG)

3.10.1. Earnest Money Deposit (EMD) of Rs. 10 Lakh / MW (on total bid capacity including Greeshoe) in the form of Bank Guarantee according to Format 5.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of AEML by the Bidding Company / Lead Member of Bidding Consortium.

The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to AEML. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India.

3.10.2. Performance Bank Guarantee (PBG): Bidders selected by AEML based on this RfS shall submit Performance Guarantee for a value @ Rs 20 Lakh / MW within 30 days of issuance of LoA and before signing of PPA. It may be noted that Successful Bidders shall submit the Performance Guarantee according to the Format 5.3B for a value @ Rs 20 Lakh/MW/Project with a validity period of 6 months from the Scheduled COD. The Performance Bank Guarantee shall be submitted in the ratio of 20% & 80%. For e.g. in case the total PBG required for the Project is Rs. 15 Crores, then the SPD shall submit 2 Bank Guarantees, the first one being for Rs. 3 Crores and the other one being for Rs. 12 Crores. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by AEML to the Successful Bidder.

All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

3.10.3. The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure-C of this RfS. Performance Bank Guarantees (PBGs) issued by foreign branch of a bank from bank list given in Annexure-C of this RfS is to be endorsed by the Indian branch of the same bank or State Bank of India.

- 3.10.4.** The format of the Bank Guarantees prescribed in the Formats 5.3 A (EMD) and 5.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 3.10.5.** The SPDs of the Projects selected based on this RfS are required to sign PPA with AEML within 1 month after the issue of LOA. In case, AEML offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.12 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by AEML and the selected Project(s) shall stand cancelled.
- 3.10.6.** 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. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 3.10.7.** 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.
- 3.10.8.** After the bidding process is over, AEML shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 02 days after execution of PPA with Successful bidders. The PBG of SPDs shall be returned to them, immediately after successful commissioning of their Projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.14.

3.11. FORFEITURE OF EMD:

3.11.1. The BG towards EMD shall be forfeited by AEML in following cases:

- i. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

- ii. In case, AEML offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.12 or does not execute the PPA within the stipulated time period;
- iii. If after issuance of LOA, it is found that the documents furnished by the Bidders during RfS are misleading or misrepresented in any way;
- iv. If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.10; and

3.12. POWER PURCHASE AGREEMENT:

3.12.1. AEML shall enter into PPA with Bidders selected based on this RfS. A copy of standard PPA to be executed between AEML and the selected SPD will be made available on www.tcil-india-electronictender.com. The PPA shall be signed within 01 month from the date of issue of Letter of Award (LoA) (for e.g. If the LOA is dated 20-02-2019, then the last date of signing of PPA shall be 19-03-2019). PPA will be executed between AEML and Selected Bidder for each Project. The PPAs shall be valid for a period of 25 years from Commercial Operation Date as per provisions of PPA.

3.12.2. Before signing of PPA with the Selected Bidders, AEML will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement and financial requirements mentioned at Clause 3.4. At this stage, Bidders shall be required to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with Registrar of Companies (ROC) which became due during this period, along with all the relevant documents filed with Ministry of Corporate Affairs (MCA) for allotment of Shares are required to be submitted at the time of signing of PPA. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.

3.12.3. Successful Bidders will have to submit the required documents to AEML within 21 days from the issue of Letter of Award (LOA). In case of delay in submission of documents

beyond the 21 days as mentioned above, AEML shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

In case of unavoidable delays on the part of the SPD in submission of requisite documents prior to signing of PPAs, the effective date of the PPA shall remain the date as on 30 days from issuance of LOA, irrespective of the date of signing of PPA.

3.12.4. The Solar Power Developer shall be allowed to repower the Project from time to time during the entire term of the PPA. However, the AEML will be obliged to buy power only within the range of CUF, specified in the PPA. Any excess generation to be dealt as specified in Clause 3.8.3 of RfS.

3.12.5. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Power Developer and AEML.

3.13. FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS:

3.13.1. The Project Developer shall report tie-up of Financing Arrangements for the Projects within **6 months** from the date of signing of PPA. Accordingly the Successful Bidder shall furnish the following documents within 6 months from the date of signing of PPA.:

- a. Submit power evacuation/ connectivity agreement of Successful Bidder with CTU/STU/DISCOM.
- b. Evidence of clear possession of required land along with the following documentary evidences:
 - i. Ownership right or lease hold rights or right to use from State Nodal Agency for entire duration of the Project in the name of Successful Bidder and possession of 100% of the area required for the Project. The land used from the Project on lease hold basis or right to use basis will be accepted in case of both government land and private land. Where, leasing of private land is involved, the lease should allow transfer of land to the AEML, in case of default of the Solar Power Developer.
 - ii. Sworn affidavit from the authorized person of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of the Successful Bidder.

- iii. Developer and/ or Transfer Permission issued by State Nodal Agency.
 - iv. Copy of key plan drawing showing survey number, plot number, point of installation of solar Project with capacity.
- c. The Project Developer would also need to submit their specific plan for meeting the requirement of domestic content.

In case of delay in achieving above condition as may be applicable, AEML shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD and at the discretion of the AEML, on advance payment of extension charges of Rs. 10,000/- per day per MW. Extension shall become effective on payment of extension charges by SPD. This extension will not have any impact on the Scheduled Commercial Operation Date. Any penalty paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commercial Operation Date. However, in case of any delay in commissioning of the Project beyond the Scheduled Commercial Operation Date, the amount as deposited above by the SPD shall not be refunded by AEML.

Successful Bidders will have to submit the required documents as listed above to AEML at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, AEML shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.14. COMMISSIONING AND PENALTY FOR DELAY IN COMMISSIONING:

3.14.1. Commissioning

The Commissioning of the Projects shall be carried out by the SPDs selected based on this RfS, in line with the Procedure elaborated Annexure-A and Appendix-A-1. AEML may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by CTU/STU/DISCOM after successful commissioning.

A. Part Commissioning

Part commissioning of the Project shall be accepted by AEML subject to the condition that the minimum Project Capacity for acceptance of first and subsequent part(s) Commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the Scheduled Commercial Operation Date will not get altered due to part Commissioning. Irrespective of dates of part commissioning or full Commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the Scheduled Commercial Operation Date.

B. Commissioning Schedule and Liquidated Damage for Delay in Commissioning

The Projects shall be commissioned (SCOD) within a period of 12 (twelve) months from the date of execution of the PPA. In this regard, a duly constituted committee will physically inspect and certify successful Commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

AEML shall encash the Performance Bank Guarantee in the following manner: -

- a. Delay up to one month – 20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis and proportionate to the capacity not commissioned; e.g. for a Project of 50 MW capacity, if commissioning of 10 MW capacity is delayed by 18 days from the scheduled date, then the penalty shall be: 20% of PBG amount X (10/50) X (18/30).
- b. Delay of more than one month and up to three months – AEML will encash remaining amount from Performance Bank Guarantee worked out on per day basis and proportionate to the Capacity not commissioned.
- c. In case the Commissioning of the Project is delayed by more than 3 months, the tariff discovered shall be reduced at the rate of 0.50 paise/kWh (half paise per kWh) per day of delay for the delay in such remaining capacity which is not Commissioned. The maximum time period allowed for Commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 18 months from the effective date of the PPA. In case, the Commissioning of the Project is delayed beyond 18 months from the effective date of the PPA, the PPA capacity shall stand reduced / amended to the

Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

- d. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

C. Early Commissioning

The SPD shall be permitted for full Commissioning as well as part Commissioning of the Project even prior to the Scheduled Commercial Operation Date. In cases of early part-commissioning, till the SCOD, AEML shall purchase the generation till scheduled commercial operation date, @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the SCOD, AEML shall purchase the generation at PPA tariff. However, early part/full Commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of AEML

3.15. COMMERCIAL OPERATION DATE (COD):

Commercial Operation Date with respect to the Project / Unit shall mean the date on which the Project/ Unit is commissioned (certified by CTU/STU/DISCOM) and available for commercial operation. The Successful Bidders shall have to provide a written notice to AEML given at least 30 days in advance for the same.

3.16. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

- i. The Company developing the Project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the Company indicating the controlling shareholding.
- ii. No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iii. Lead Member in the Consortium shall have the Controlling Shareholding in the Project Company having more than 50% of voting rights and paid up share capital in the Project Company.

- iv. The Successful Bidder, if being a single Company, shall ensure that its shareholding in the SPV/Project Company executing the PPA shall be more than 50% (fifty per cent) at all time prior to 1 (one) year from the COD, except with the prior approval of AEML. In the event the Successful Bidder is a Consortium, then the combined shareholding of the Consortium members in the SPV/Project Company executing the PPA, shall be more than 50% at all time prior to 1 (one) year from the COD, except with the prior approval of AEML.
- v. In the event the Successful Bidder is a Consortium, then the combined shareholding of the Consortium members in the SPV/Project Company executing the PPA, shall be more than 50% at all time prior to 1 (one) year from the COD, except with the prior approval of AEML.
- vi. However, in case the Successful Bidder shall be itself executing the PPA, then it shall ensure that its Promoters shall not cede control till 1 (one) year from the COD, except with the prior approval of AEML.
- vii. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a Company under joint control. In such cases, the shareholding pattern in the Company as submitted at the time of bidding, shall be maintained for a period of (01) one year after COD.
- viii. Transfer of controlling shareholding of the Company developing the Project within the same group of companies will however be allowed after COD with the permission of AEML, subject to the condition that, the management control remains within the same group of companies.
- ix. In the event of change in shareholding/substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to AEML. However, the new entity should be of the same financial strength as the Successful Bidder. This amount deposited as Facilitation Fees will go to payment security fund.

3.17. STRUCTURING OF THE BID SELECTION PROCESS:

- i. Single stage, double envelope bidding has been envisaged under this RfS. Bidders have to submit both Technical bid and Financial bid (fixed tariff) together

in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.21.

- ii. The Bidders shall submit single Financial Bid with separate tariffs for different Projects as mentioned in Format-5.1, Format-5.9, Format-5.10, Format-5.12. Single Technical Bid; will however be accepted for all the Projects.

3.18. INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RFS

Detailed Instructions to be followed by the Bidders for online submission of response to RfS as stated at Annexure – D.

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

- i. Covering Letter as per **Format 5.1**.
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 5.2**.
In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. 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.
- iii. Earnest Money Deposit (EMD) in the form as per **Format 5.3 A**.
- iv. Performance Guarantee (to be submitted before signing of PPA as specified in Clause 3.10) in the form as per **Format 5.3 B**.
- v. Board Resolutions, as per prescribed formats enclosed as **Format 5.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the

- PPA with the AEML. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
- b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- vi. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 5.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
 - vii. Format for Financial Requirements as per **Format 5.6**.
 - viii. A disclosure statement as per **Format 5.8** regarding participation of any related companies (Group entities) in the bidding process.
 - ix. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 06 months of effective date of PPA as per **Format 5.9** (to be filled out separately for each Project) in line with Clause 3.13.
 - x. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up and declared CUF as per **Format 5.10** (to be filled out separately for each Project).
 - xi. Attachments
 - a) Memorandum of Association, Article of Association needs to be attached along with the bid. The Bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

In case, there is no mention of the above provisions in the MoA/ AoA of the bidding Company, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful Bidder.

If the Selected Bidder wishes to execute the Project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

- b) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
- c) A certificate of shareholding of the bidding Company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS to AEML as per Clause 3.21. AEML reserves the right to seek additional information relating to shareholding in promoter companies, their Parents/Ultimate Parents and other group companies to satisfy themselves that RFS conditions have been complied with and the Bidder will ensure submission of the same within the required time lines.
- d) Certified copies of annual audited accounts for the last financial year, i.e. FY 2017-18. In case of foreign companies certified copies of annual audited accounts for the last financial year.

3.19. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- i. 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.
- ii. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.12.

- iii. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, AEML reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- iv. If the event specified at point (iii) above is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- v. Response submitted by the Bidder shall become the property of the AEML and AEML shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned.
- vi. All documents of the response to RfS (including RfS, PPA and all other documents uploaded on <https://www.tcil-india-electronicstender.com> as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 5.4.
- vii. The response to RfS shall be submitted as mentioned in Clause 3.21. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, AEML reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- viii. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- ix. All the information should be submitted in English language only. In case of foreign Bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- x. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- xi. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by AEML.
- xii. Response to RfS not submitted in the specified formats will be liable for rejection by AEML.

- xiii. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xiv. 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 AEML of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xv. Only MERC and/ or Bombay High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.20. NON-RESPONSIVE BID

The electronic response to RfS submitted by the Bidder along with the documents submitted offline to AEML shall be scrutinized to establish "Responsiveness of the bid". Each Bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

- i. Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet;
- ii. Non-submission of EMD in acceptable form along with RfS document;
- iii. Response to RfS (offline as well as online) not received by the due date and time of bid submission;
- iv. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- v. Non submission of the original documents mentioned at Clause 3.21 A by due date and time of bid submission;
- vi. Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- vii. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form;
- viii. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RfS, and such details are not provided as per the

Format-5.8 then all these bids submitted shall be treated as non-responsive and rejected.

- ix. Conditional bids shall be summarily rejected.

3.21. METHOD OF SUBMISSION OF RESPONSE TO RFS BY THE BIDDER

A. Documents to be submitted Offline (in Original)

The Bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Superscribed as "Bidding Envelope containing Covering Envelope, Pass Phrase Envelope -1 & Pass Phrase Envelope -2" at the top of the Envelope and "Name & Address of the Bidder" on the left hand side bottom must contain the following:

- a. Covering Envelope: **Superscribed as "Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution"** must contain the following:
 - i. DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - ii. Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet
 - iii. Original Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 5.3A). One EMD may be submitted for the cumulative capacity quoted by the Bidder.
 - iv. Covering Letter as per Format-5.1,
 - v. Power of Attorney as per Format 5.2 (if applicable),
 - vi. Board Resolution as per Format 5.4
 - vii. Consortium Agreement as per Format 5.5 (if applicable)
 - viii. Letter for Disclosure, as per format 5.8

- b. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
- c. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker:

Response to RfS for procurement of power on long term basis through competitive bidding process from 350 MW grid connected Solar photovoltaic Power Projects with greenshoe option of additional 350 MW by AEML (Under DCR Category)	
Cumulative Capacity of the Projects applied for	
No. of Projects Bid for	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Ghanshyam Thakkar Assistant Vice President - Power Procurement CTS, 407/A (New), 408 Old Village, Eksar Devidas Lane off SVP road, Near Devidas lane telephone exchange, Borivali (West), Mumbai- 400103.

B. Documents to be submitted Online:

Detail instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-D. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed on <https://www.tcil-india-electronictender.com> which should contain the following:

a. "Technical Bid (First Envelope)"

- i. The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below.
- ii. Formats- 5.1, 5.2 (if applicable), 5.3 A, 5.4, 5.5 (if applicable), 5.6, 5.8, 5.9, 5.10 as elaborated in Clause 3.21;
- iii. All supporting documents regarding meeting the eligibility criteria

The Bidder will have to fill the Electronic Form provided at the <https://www.tcil-india-electronictender.com> as part of Technical Bid.

b. "Financial Bid (Second Envelope)"

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i. Covering letter as per Format-5.11 of this RfS document;
- ii. Preliminary Estimate of Cost of Solar PV Project as per Format 5.12;

Separate tariff for different Projects as mentioned in Format-5.1 shall be filled online in the Electronic Form provided at the <https://www.tcil-india-electronictender.com>. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

- i. The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

- ii. Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- iii. In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- iv. All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.22. VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS ("Bid Validity"). AEML reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.23. BID PREPARATION COST

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

3.24. CLARIFICATIONS/PRE BID MEETING/ ENQUIRES/ AMENDMENTS

- i. Clarifications / Doubts, if any, on RfS document may be emailed and/or through <https://www.tcil-india-electronictender.com> at least 2 days before the pre-bid meeting.
- ii. AEML will make effort to respond to the same in the Pre Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and AEML's response will be uploaded in the website www.tcil-india-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by AEML which will be notified on AEML/TCIL web site. No separate reply/intimation will be given for the above, elsewhere.

- iii. A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on TCIL's website).
- iv. Enquiries/ clarifications may be sought by the Bidder from:

Name of the Authorized Person of Contact Details: AEML:	
Ghanshyam Thakkar	74982436223
Harshal Bhingare	9323723252

3.25. Right of AEML to reject a Bid

AEML reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any Project at any stage without assigning any reasons whatsoever and without thereby any liability.

3.26. Post LOA Compliances

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. AEML shall not be liable for issuing any intimations/reminders to SPDs for timely completion of milestones &/or submission of compliance documents.

Any checklist shared with SPD by AEML for compliance of abovementioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS & PPA must be timely submitted by the SPD.

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

Section 4: Bid evaluation methodology and selection of Projects

4.1. BID EVALUATION

- 4.1.1. Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. The detailed evaluation procedure and selection of Bidders are described in subsequent clauses in this Section.

4.2. TECHNO-COMMERCIAL EVALUATION OF BIDDERS

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i. The first envelope (Technical Bid submitted online) of only those Bidders will be opened by AEML whose required documents as mentioned at Clause 3.21 A are received at AEML office on or before the due date and time of bid submission.
- ii. Documents (as mentioned in the previous section) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
- iii. AEML will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, AEML may seek clarifications / additional documents to 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 AEML within **3 days** from the date of such intimation from AEML. All correspondence in this regard shall be made through email or <https://www.tcil-india-electronictender.com> only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. AEML shall not be responsible for rejection of any bid on account of the above.
- iv. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations of Techno-Commercially qualified Bids shall be done based on the “tariff” quoted by the Bidders in the Electronic Form of Financial Bid.

- i. Second Envelope (containing tariff) of only those Bidders shall be opened whose technical bids are found to be qualified.
- ii. The Bidders including its Parent, Affiliate or Ultimate Parent or any Group Company can submit Financial bids quoting separate tariff per kWh for different Projects as mentioned in Format-5.1. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹2.337, then it shall be considered as ₹2.33).
- iii. In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders.
- iv. On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 350 MW, then all the Bidders will be selected.
- v. On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of AEML. Thereafter, AEML will take appropriate action as deemed fit.

C. Selection of Successful Bidders and their Projects (Step -3)

- i. The Projects of the Bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.
- ii. The lowest quoting Project, next higher Project and so on, till the total capacity is exhausted i.e. 350 MW.
- iii. Selection of capacity under Greenshoe option (beyond 350 MW and up to 700 MW) shall be at AEMLs discretion based on the next lowest quoted tariff as so on until the capacity up to 350 MW under Greenshoe option is exhausted.
- iv. In case of the last selected Project (within 350 MW or under Greenshoe option), if the balance Project Capacity is less than the total Project Capacity mentioned by the Bidder, then the balance capacity shall be awarded to the Bidder till the total capacity is exhausted subject to a minimum allocation of 50 MW. (Note: The Bidder will have to accept the partial capacity awarded by AEML).
- v. In case of tie, among two or more Projects, ranking will be done based on draw of lots.

- vi. At the end of selection process, Letter of Award (LOA) will be issued to all the Successful Bidders for their respective selected Projects.
- vii. In case of Consortium being selected as Successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.
- viii. In all cases, AEML's decision regarding selection of Bidder and their Projects based on tariff or annulment of tender process shall be final and binding on all participating Bidders.
- ix. Also, AEML shall reserve the right to short close the capacity lower than 700 MW (350 MW + 350 MW under Greenshoe option) at its discretion, if the prices are abruptly high.

SECTION 5: FORMATS FOR BID SUBMISSION

Section 5: 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 Sections 3.4, 3.5 of Section 3 and other submission requirements specified in the RfS.

- a. Format of Covering Letter (Format-5.1)
- b. Format for Power of Attorney (Format-5.2)
- c. Format for Earnest Money Deposit (EMD) (Format-5.3 A);
- d. Format for Performance Bank Guarantee (Format-5.3 B)
- e. Format for Board Resolutions (Format-5.4)
- f. Format for the Consortium Agreement (Format-5.5)
- g. Format for Financial Requirement (Format-5.6)
- h. Format for Disclosure (Format-5.8)
- i. Format for Technical Criteria (Format-5.9)
- j. Format for Proposed Technology Tie-up and CUF declaration (Format-5.10)
- k. Format for submission of Financial Bid (Formats 5.11)
- l. Format for Preliminary Estimate of Cost of Solar PV Project (Format 5.12)
- m. Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)
- n. Check List for Bank Guarantees (Annexure-B)
- o. List of Banks (Annexure-C)
- p. Special Instructions to Bidders for e-Tendering (Annexure-D)

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

FORMAT-5.1 - COVERING LETTER

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

Date:

Reference No:

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

Tel.#:

Fax#:

E-mail address:

To

Assistant Vice President - Power Procurement

CTS, 407/A (New), 408 Old Village, Eksar Devidas Lane off SVP road,

Near Devidas lane telephone exchange,

Borivali (West)

Mumbai-400103

Tel: 022-30098771/8747

Mobile: 74982 43623

Email: ghanshyam.thakkar@adani.com

Subject: Response to **RfS No.** **dated** procurement of power on long term basis through competitive bidding process from 350 MW grid connected solar photovoltaic power Projects with Greenshoe option of additional 350 MW (Under DCR Category)

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to AEML, hereby submit our response to RfS.

We confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than

cumulative capacity of 700 MW, including this response to RfS. The details of the bid submitted by other Group entities is furnished in Format-5.8.

We [don't include here Projects submitted by other Group entities] are submitting RfS for the development of following Solar PV Project(s):-

Project No.	Capacity	Location of Project (Village, Taluka, District., State)	Sub-station Details
01			
02			

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]* and standard PPA documents attached thereto, issued by AEML. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by AEML, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within SCOD as defined in Clause 3.14.
2. Not used
3. Earnest Money Deposit (EMD) : - *(Please read Clause 3.10 carefully before filling)* We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....*[Insert bank guarantee number]* dated *[Insert date of bank guarantee]* as per Format 5.3A from *[Insert name of bank providing bank guarantee]* and valid up to.....in terms of Clause 3.10 of this RfS. The total capacity of the Solar PV Project offered by us is MW *[Insert cumulative capacity proposed]*.
4. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clause 3.10 on issue of LOA by AEML for the selected Projects and/or we are not able to sign PPA with AEML within 1 month of issue of LOA by AEML for the selected Projects, AEML shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

5. We have submitted our response to RfS strictly as per Section – 5 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
6. Not used
7. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by AEML in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

8. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
9. In case of our selection as the Successful Bidder under the scheme and the Project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with AEML, committing total equity infusion in the SPV as per the provisions of RfS.
10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from AEML.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

13. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).
14. Contact Person
Details of the representative to be contacted by AEML are furnished as under:
Name :
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address :
15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

FORMAT-5.2

(Applicable only in case of Consortiums)

FORMAT FOR POWER OF ATTORNEY

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

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,,.....and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a Company incorporated under the laws ofand having its Registered /Head Office atas 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:

1. To submit on behalf of Consortium Members response to RfS.
2. To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

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

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:

Accepted

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

Attested

(Signature of the executant)

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

Place:-----

Date:-----

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

FORMAT- 5.3 A

Format for Earnest Money Deposit

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

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project Capacity proposed] for supply of power there from on long term basis, in response to the RfS No. _____ dated ____ issued by Adani Electricity Mumbai Limited (hereinafter referred to as AEML) and AEML 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 AEML at [Insert Name of the Place from the address of AEML] forthwith on demand in writing from AEML or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity offered, only, on behalf of M/s. _____ [Insert name of the Bidder] .

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.10 of this RfS]. AEML shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause 3.10 of this RfS].

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

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

This BANK GUARANTEE shall be interpreted in accordance with the Laws of India and the Courts at Mumbai 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 AEML 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 AEML 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 AEML and may be assigned, in whole or in part, (whether absolutely or by way of security) by AEML to any entity to whom AEML is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force

until _____[Date to be inserted on the basis of Clause 3.10 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if AEML serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

E-mail ID of the Bank :

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT- 5.3 B

Format for Performance Bank Guarantee for Solar Power Project

(To be submitted separately for each Project)

(Note: - Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% 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 'selected 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 Adani Electricity Mumbai Limited (hereinafter referred to as AEML) and AEML considering such response to the RfS of[insert the name of the Bidder] (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 selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected 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 AEML at [Insert Name of the Place from the address of the AEML] forthwith on demand in writing from AEML or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company].

This guarantee shall be valid and binding on this Bank up to 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 Rs. _____ (Rupees. _____ only).

Our Guarantee shall remain in force until.....AEML shall be entitled to invoke this Guarantee till

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

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

This BANK GUARANTEE shall be interpreted in accordance with the Laws of India and the Courts at Mumbai 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 AEML shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to

enforce any security held by AEML or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if AEML 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-5.4

Format for Board Resolutions

(to be submitted separately for each Project)

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for "Procurement of power on long term basis through competitive bidding process from 350 MW grid connected Solar photovoltaic Power Projects with greenshoe option of additional 350 MW (Under DCR Category), including signing and submission of all documents and providing information / response to RfS to Adani Electricity Mumbai Ltd. (AEML), representing us in all matters before AEML, and generally dealing with AEML in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium).**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

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

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified true copy

(Signature, Name and stamp of Company Secretary)

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 or Companies Act, 2013 as applicable 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- 5.5

Format for Consortium Agreement
(to be submitted separately for each Project)

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

THIS Consortium Agreement (“Agreement”) executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the Laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the Laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the Laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Adani Electricity Mumbai Limited (AEML) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, 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, AEML 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 AEML 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 and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1
Member N
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having more than 50% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Successful Bidder 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 Mumbai alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of AEML 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 AEML.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of AEML.
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 AEML.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

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

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

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

- 1) Signature-----
Name:
Address:
- 2) Signature -----
Name:
Address:

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

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

Witnesses:

- 1) Signature-----
Name:
Address:
- 2) Signature -----
Name:
Address:

Signature and stamp of Notary of the place of execution

FORMAT- 5.6

Format of Financial Requirement – Net-Worth

To,
Assistant Vice President - Power Procurement
CTS, 407/A (New), 408 Old Village, Eksar Devidas Lane off SVP road,
Near Devidas lane telephone exchange,
Borivali (West)
Mumbai-400103
Tel: 022-30098771/8747
Email:.....

Dear Sir,

Sub: Response to RfS No.Dated for procurement of power on long term basis through competitive bidding process from 350 MW grid connected Solar photovoltaic Power Projects with Greenshoe option of additional 350 MW (Under DCR Category)

We certify that the Bidding Company/Member in a Bidding Consortium has a Net-Worth of Rs Cr. (Rupees only) as on the end of Financial Year 2017-18.

This Net-Worth has been calculated in accordance with instructions provided in Clause 3.4.1 C of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net-Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net-Worth (in Rs. Crore)

Total	
-------	--

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

**Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)**

Name of Member: [Insert name of the Member]

Net-Worth Requirement to be met by Member in Proportion to the Equity Commitment:

Rs.....Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net-Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Net-Worth is to be considered	Relationship with Bidding Company* (if any)	Net-Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net-Worth (in Rs. Crore)
Company 1					

Total					

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

Further, we certify that the Bidding Company/Member in the Bidding Consortium has an Annual Turnover of Rs. ___ (___ in words) as on **the end of Financial Year 2017-18**. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (in Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment:

Rs.....Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or it's Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (if any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

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

Further, we certify that the Bidding Company/Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of Rs. (in words) as on the end of Financial Year 2017-18. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be	Relationship with Bidding Company* (if any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

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

(Signature & Name of the Authorized Signatory)

**(Signature and Stamp of
Chartered Accountant) Membership No.
Regn. No. of the CA's Firm:**

Date:

Note:

- 1) 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 and Annual Turnover duly certified by the Chartered Accountant.
- 2) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

FORMAT- 5.7

Format for Letter from STU/CTU/any other transmission utility

Not Applicable

FORMAT- 5.8
Format for Disclosure

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

Disclosure

We hereby declare and confirm that apart from us, following Group entity/entities is/are participating in the RfS Selection process for the RfS No.dated

Serial No.	Name of the Entity	Relationship with the Bidder	Offered Capacity

We declare that the maximum capacity offered by all the Group Entities on cumulative basis is not more than 700 MW. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be forfeited and recoveries will be effected for the payments done.

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

Date:

FORMAT- 5.9
Format for Technical Criteria
Project -.....

To,
Assistant Vice President - Power Procurement
CTS, 407/A (New), 408 Old Village, Eksar Devidas Lane off SVP road,
Near Devidas lane telephone exchange,
Borivali (West)
Mumbai-400103
Tel: 022-30098771/8747
Email:.....

Dear Sir,

Sub: Response to RfS NoDated for procurement of power on long term basis through competitive bidding process from 350 MW grid connected Solar photovoltaic Power Projects with Greenshoe option of additional 350 MW (Under DCR Category)

We hereby undertake to certify in line with Clause 3.13 under the title "Financial Closure" that the following details shall be furnished within 6 months of effective date of the PPA: -

- i. Financing Agreements including the loan agreements, notes, indentures, security agreements, letters of credit and other documents
- ii. Demonstrate/infuse cumulative capital in the form of equity for an amount of at least Rs. 0.35 Cr./MW
- iii. Power evacuation/ connectivity agreement with CTU/ STU/DISCOM
- iv. That the technology proposed to be used is commercially established technology and at least one Project based on this technology is successfully operational for at least one year.
- v. Details of the Project with location and the successful operational period of the Project utilizing this technology.
- vi. Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - a. Ownership right or lease hold rights (as per Clause 3.13 in the name of the SPD and possession of 100% of the area required for the Project.

- b. Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ right to use/ vesting of the land in the name of the SPD.
- c. Sworn affidavit from the authorized person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the SPD.
- d. Copy of key plan drawing showing survey number, plot number, point of installation of solar Project with capacity.
- e. A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.
- vii. Specific plan for meeting the requirement of domestic content.

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

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

Date:

FORMAT - 5.10

**Declaration by the Bidder for the proposed technology tie-up and annual
CUF under PART- B
(to be submitted separately for each Project)**

1	Name of Bidding Company	
2	Name of the Technology partner (if any)	
3	Project Location	
4	Capacity proposedMW
5	Category of the Project	PART-B
6	Technology proposed to be adopted for the Project	
7	Declared Annual Capacity Utilization Factor as per Clause 3.8	%
8	Estimated Annual Generation of Electrical Energy based on declared Capacity Utilization Factor	kWh
9	Brief about the proposed Technology	
	Crystalline Silicon Solar Cells and Modules	
	Thin Film Modules	

Enclosure: Pre-Feasibility Report

Signature of the Authorized
Signatory

Date:

FORMAT - 5.11

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

***Assistant Vice President - Power Procurement
CTS, 407/A (New), 408 Old Village, Eksar Devidas Lane off SVP road,
Near Devidas lane telephone exchange,
Borivali (West)
Mumbai-400103
Tel: 022-30098771/8747
Email:.....***

Sub: Response to RfS NoDated for procurement of power on long term basis through competitive bidding process from 350 MW grid connected Solar photovoltaic Power Projects with Greenshoe option of additional 350 MW (Under DCR Category)

Dear Sir,

I/We,, enclose herewith the Financial Proposal for selection of our firm for ,,,, (.....) Number of Project(s) for a cumulative capacity of MW as Bidder for the above.

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

Authorized Signatory

Name:
Designation:
Name of the Firm:
Address:.

Note:

1. There can be only one tariff for each Project.
2. If the Bidder submits the financial bid in the Electronic Form at TCIL portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. Tariff should be in Indian Rupee up to two places of decimals only.

Format 5.12

Preliminary Estimate of Cost of Solar PV Project
(to be submitted separately for each Project)

Project Capacity: MW

Location:

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	PV Modules		
2.	Land Cost		
3.	Civil and General Works		
4.	Mounting Structures		
5.	Power Conditioning Unit		
6.	Evacuation Cost up to Inter- connecting point (Cables and Transformers)		
7.	Preliminary and Pre-Operative Expenses including IDC & Contingency		
8.	Others (Please specify)		
9.	Total Project Cost		

(Signature)

(Name of the Authorized Signatory)

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

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

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For 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 must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards

LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50° C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the COD of the Project and voltages as per latest IEC standards. **(Note:** 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 BS EN50618:2014/2pfg 1169/08.2007 or equivalent IS for service life expectancy of 25 years).

4. 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

5. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must 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 at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. Warranty

- i. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the COD of the Project.
- ii. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- iii. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- iv. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

7. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, I_m, V_m 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.

8. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to AEML.
- b. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, 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 AEML on line and/or through a report on regular basis every month for the entire duration of PPA.
- c. The SPDs shall provide access to AEML or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to AEML.
- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also it should be possible to download reports from a remote web-client in PDF or Excel format.

9. Safe Disposal of Solar PV Modules:

The Bidder 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.

Appendix-A-1

Commissioning Procedure

(This is for reference only; the commissioning procedure will be guided by as per PPA)

1. At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure A of the RFS document.
2. SPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and AEML at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
3. A Solar PV Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed and energy has flown into the grid.
4. SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commercial Operation Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

Documents to be submitted to AEML:

The SPD will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commercial operation date. The SPD shall also have to submit the hardcopies to AEML if asked by AEML for verification/cross check.

1. Covering Letter
2. Board resolution for authorized signatory.
3. Invoice of the major equipment including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment.
4. All supporting documents towards meeting the technical compliance along with datasheet/warranty certificates/ contract agreement etc. as mentioned in Annexure-A.
5. Installation report duly signed by the authorized signatory as per Appendix-A-2.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.

7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate.
8. SPD shall ensure Connectivity to the grid from concerned CTU/STU/Transmission Utility/DISCOM. Connectivity report as per the Appendix-A-3.
9. Synchronization Certificate as per prescribed format issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid as per Appendix-A-4.
10. Supporting document for "Consent to Operate".
11. Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
14. After the submission/ upload of the documents by SPD, AEML shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by AEML, the same have to be submitted/uploaded by the SPD.
15. Only after all the required documents are verified by AEML, the SPD shall have to submit/update on the portal the proposed commercial operation date along with commissioning order issued by State Nodal Agency or AEML.
16. After the proposed commercial operation date along with commissioning order is submitted/updated on the portal, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the Bidder. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
17. SPD shall have to submit/upload the as-built drawing after the commissioning prior to the COD.
18. SPD shall have to push the required plant related data to AEML designated server in xml/json formats. Additionally SPD shall also provide the login details/ SCADA login to AEML for online real time data monitoring prior to COD.
19. Early Commissioning of a Solar Project prior to the scheduled commercial operation date is permitted on acceptance of power by AEML. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and AEML well in advance the date on which it intends to

synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 90 days prior to the proposed commercial operation date.

20. Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at Delivery/ Interconnection Point and pooling substation/plant premises.
21. SPD is permitted to schedule the Commissioning of the Project in full or part.
22. SPDs would be required to plan commissioning/synchronization with grid at least ten days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the Project site for commissioning rests solely on the developer.

Note: The commissioning procedure may change subject to any guidelines from MNRE.

Appendix-A-2

Installation Report

(To be provided by SPD and to be submitted at least 10 days prior to commercial operation date by Appropriate Authority of State)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	-----
	PV arrays	
	PCUs / Inverters	
	Transformers	

Appendix-A-3

Sample Connectivity Report

(To be provided by concerned CTU/STU/Transmission Utility/Discoms)

This is in compliance to the office order of the -----,----- Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>. The details of Solar Power Plant are as under:-

S. No	Name of Solar Power Developer & Location	Capacity Mentioned in PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1.	<M/s> <Village> <Tehsil> <District.	<> MW	Metering Detail at Delivery Point (<Village> S.No. of <kV> CT i. <R-Phase> ii. <Y-Phase> iii. <B-Phase> S.No. of <kV> PT i. <R-Phase> ii. <Y-Phase> iii. <B Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: <>	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:> <Sr. No.>

			132 kV GSS, <>, <>, (<Distt.>)	Protection Provided: Under/Over voltage, Over current & Earth fault.
--	--	--	--------------------------------	--

The Commissioning date of various equipment is as under:

<kV> line from --- to -----, completed on date -----.

Line Bay at < kV > GSS, ----- charged for ---- on -----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date-----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Sample Synchronization Certificate

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----, Village - ----- Tehsil/Taluka -----, District ----- was Grid connected on (Date) at----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

- The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/Discoms
- Copy of duly signed MRI is to be enclosed.

Appendix-A-5

Sample Part Commissioning / Full Commissioning Certificate of Solar PV Power Project

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

Annexure – B: Check list for Bank Guarantees

Sl. No.	Details of checks	Yes/No.
1.	Is the BG on non-judicial Stamp paper of appropriate value	
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 / initialed 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./LOA 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?	

Signature by Authorized Signatory

Annexure – C: List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. FOREIGN BANKS
<p>a. SBI AND ASSOCIATES</p> <ul style="list-style-type: none"> • State Bank of India • State Bank of Indore <p>b. NATIONALISED BANKS</p> <ul style="list-style-type: none"> • Allahabad Bank • Andhra Bank • Bank of India • Bank of Maharashtra • Canara Bank • Central Bank of India • Corporation Bank • Dena Bank • Indian Bank • Indian Overseas Bank • Oriental Bank of Commerce • Punjab National Bank • Punjab & Sind Bank • Syndicate Bank • Union Bank of India • United Bank of India • UCO Bank • Vijaya Bank • Bank of Baroda 	<ul style="list-style-type: none"> • Bank of America NA • Bank of Tokyo Mitsubishi UFJ Ltd. • BNP Paribas • Calyon Bank • Deutsche Bank A.G • The HongKong and Shanghai Banking Corpn. Ltd. • Standard Chartered Bank • SocieteGenerale • Barclays Bank • Royal Bank of Scotland • Bank of Nova Scotia • Development Bank of Singapore (DBS Bank Ltd.) • Crédit Agricole Corporate and Investment Bank • Abu Dhabi Commercial Bank Ltd • Bank of Bahrain & Kuwait B.S.C • Mashreq Bank p.s.c • HSBC Bank Oman S.A.O.G • Sonali Bank Ltd. • J. P. Morgan Chase Bank, National Association • State Bank of Mauritius Ltd. • BANK of CEYLON • BANK INTERNASIONAL INDONESIA • A B BANK • SHINHAN BANK • CTBC BANK Co. Ltd. • MIZUHO BANK, Ltd. • Krung Thai Bank Public Company Ltd.

	<ul style="list-style-type: none"> • Antwerp Diamond Bank N.V • Australia And New Zealand Banking Group Limited • Sumitomo Mitsui Banking Corporation • American Express Banking Corporation • Commonwealth Bank of Australia • Credit Suisse A.G • FirstRand Bank Ltd. • Industrial And Commercial Bank of China Ltd. • JSC VTB Bank • National Australia Bank • Rabobank International • Sberbank • USB AG • United Overseas Bank Ltd. • Westpac Banking Corporation • Woori Bank • Doha Bank Qsc
<p>3. OTHER PUBLIC SECTOR BANKS</p> <ul style="list-style-type: none"> • IDBI Bank Ltd. 	<p>4. SCHEDULED PRIVATE BANKS</p> <ul style="list-style-type: none"> • Federal Bank Ltd. • ING Vysya Bank Ltd. • FOREIGN BANKS • Axis Bank Ltd. • ICICI Bank Ltd. • HDFC Bank Ltd. • Yes Bank Ltd. • Kotak Mahindra Bank • IndusInd Bank Ltd. • Karur Vysya Bank • Catholic Syrian Bank • City Union Bank • Dhanlaxmi Bank. Ltd

	<ul style="list-style-type: none">• Jammu & Kashmir Bank Ltd• Karnataka Bank Ltd• Laxmi Vilas Bank Ltd• Nainital Bank Ltd• Ratnakar Bank Ltd• South Indian bank Ltd• Tamilnadu Mercantile Bank Ltd• DCB Bank Ltd• IDFC Bank
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Annexure – D: Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AEML has decided to use the portal <https://www.tcil-india-electronictender.com>. Through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology: Sealed Bid System - Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to AEML(Optional)
 - b) View response to queries posted by AEML
8. Bid-Submission on ETS
9. Respond to AEML Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

1. Interested Bidders have to download official copy of the RfS & other documents after login into the ETS Portal of <https://www.tcil-india-electronictender.com>. If the official copy of the documents is not downloaded from ETS Portal of <https://www.tcil-india-electronictender.com> within the specified period of downloading of RfS and other documents, Bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User- Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11-26241071, 26241072, 26202601, 26241790 Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i>
Email-ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the Bidders are required to submit certain documents physically offline also as **per Section 3.21 A**, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All Bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main- Bid. For transparency, the information submitted by a Bidder in the Electronic Forms® is made available to other Bidders during the Online Public TOE. If it is found during the Online Public TOE that a Bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that Bidder at the risk of the Bidder. **If variation is noted between the information contained in the Electronic Forms™ and the 'Main- Bid', the contents of the Electronic Forms™ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The Bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid, if required as per Rfs Document. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the AEML.

Additionally, the Bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid- Part is submitted to AEML in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Other Instructions

For further instructions, the Bidder should visit the home-page of the portal <https://www.tcil-india-electronictender.com>., and go to the **User-Guidance Center**.

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each Bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder. In the event of a Bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).

- ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times