

GRIDCO Limited



REQUEST FOR SELECTION (RfS)

RfS No. GRIDCO/Odisha/200 MW/Solar/01 dated 29-Mar-2018



RfS FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) FOR 200 MW GRID- CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS TO BE SET UP IN THE STATE OF ODISHA

ISSUED BY:

GRIDCO LIMITED
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CONSULTANT:

**GUJARAT ENERGY RESEARCH AND
MANAGEMENT INSTITUTE (GERMI)**



DISCLAIMER

Though adequate care has been taken while preparing this RfS document, Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to GRIDCO (this “Office”) immediately. If no intimation is received from any Bidder within **fifteen (15) days from the date of uploading of RfS**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.

GRIDCO Limited reserves the right to modify, amend or supplement this RfS document including the draft PPA.

While this RfS has been prepared in good faith, neither GRIDCO nor their employees, advisors, consultants or associates 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: Bhubaneswar

Date: 29-Mar-18

BID INFORMATION SHEET

Document Description	RfS for purchase of power through competitive bidding process (followed by e-reverse auction) for 200 MW grid-connected solar photovoltaic power projects to be set up in Odisha. The 200 MW Solar PV Project (Land to be identified by the Bidder)
RfS No. & Date	RfS No. GRIDCO/Odisha/200 MW/Solar/01 dated 29-Mar-18
Downloading of RfS/ Tender Document	From 29-Mar-18 at 17:00 Hrs. to 29-Apr-2018 15:00 Hrs.
Pre-bid Conference/ Clarification Meeting	11-Apr-2018 at 11:30 Hrs.
Meeting	4 th Floor, OPTCL Conference Hall, OPTCL Corporate Building, Bhoinagar, Janpath, Bhubaneswar - 751022
Last Date & time for Online Submission of Response to RfS All documents physically at GRIDCO office, Bhubaneswar	29-Apr-2018 at 17:00 Hrs.
Bid Validity	180 days from the last date of submission of Bid
Technical Bid Opening	02-May-2018 at 11:00 Hrs.
Financial Bid Opening	Will be intimated later
Reverse Auction	Will be informed to Shortlisted Bidders
Cost of RfS Document (non-refundable)	Rs. 10,000/- (exclusive of GST) (to be submitted in the form of DD/ Pay Order, along with response to RfS in favour of "GRIDCO Limited", payable at Bhubaneswar.
Processing Fee (non-refundable)	Rs. 1 Lacs plus applicable GST as on last date of bid submission (for each Project, to be submitted in the form of DD/ Pay Order along with the response to RfS in favour of "GRIDCO Limited" payable at Bhubaneswar.
Earnest Money Deposit (EMD)	Earnest Money Deposit at Rs. 5 Lacs/ MW to be submitted in the form of Bank Guarantee along with the response to the RfS.
Name, Designation, Address and other details (For submission of Response to RfS)	The Director (Commercial) GRIDCO Limited Janpath, Bhoinagar Bhubaneswar – 751 022 Odisha, INDIA
For any other query or information regarding	Director Commercial, GRIDCO Tel: 0674-2541127

the site or this document, Contact:	
<p>Important Note: Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites www.gridco.co.in and tcil-india-electronictender.com. No separate notifications shall be issued for such notices/ amendments/ clarifications etc. in the print media, individually or otherwise.</p>	
<p>For conducting the e-bidding, GRIDCO will use the portal https://www.tcil-indiaelectronictender.com of Telecommunications Consultants India Limited (TCIL), which is a Government of India undertaking (the “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, through the payment gateway facility of the E-bidding Portal along with applicable taxes as indicated in the E-bidding Portal, and subsequently download the RfS and other Bid Documents from the E-bidding Portal. It is further clarified that in case a Bidder intends to participate in tenders published by any other organization on the E-bidding Portal, the ‘Annual Portal Registration Fee’ payable is INR) (plus applicable taxes as indicated in 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. Additionally, prior to the submission of the Bid, a Bidder is required to pay online (through the payment gateway facility on the E-bidding Portal) a non-refundable ETS bidding fee along with applicable taxes as indicated in the E-bidding Portal.</p>	

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1 INTRODUCTION AND SELECTED DETAILS

1.1 INTRODUCTION

- 1.1.1 GRIDCO Limited (hereinafter referred to as “GRIDCO” or the “Agency”) was incorporated on 20th April 1995 under Companies Act, 1956 as a wholly owned Government of Odisha undertaking. The Company obtained the certificate of commencement of business on 6th July 1995.
- 1.1.2 The Government of Odisha is committed towards increasing the penetration of renewable energy, especially the solar power across the state of Odisha. This will help in electrifying the remote places and provide regular and reliable power supply. The state has cumulative solar target of 2,378 MW under National target of 100 GW of solar power by 2022, which includes 1,000 MW under Rooftop. The adoption of solar power has been medium, given that the state presents different challenges in terms of climate, power scenario and socio-political scenario.
- 1.1.3 In order to optimally exploit the solar power potential and augment power generation capacity in the state, GRIDCO is entrusted with the responsibility of promotion and development of renewable energy in Odisha. The Agency is desirous of appointing reputed Investors/ Project Developers/ Independent Power Producers in establishing and managing solar power projects in the Odisha regions of the State.
- 1.1.4 Bidders having experience as specified in the Qualification Criteria of this RfS are eligible to participate in this engagement process as per the given technical criteria in this RfS. The Bidder should have financial capability to undertake the assignment and key personnel with requisite experience in the field of development of solar energy projects as specified in this document.
- 1.1.5 In order to fulfill the renewable power purchase obligation (RPPO) and to meet the future requirements of DisComs, GRIDCO, intends to procure solar power up to capacity of 200 MW through a competitive bidding process (conducted through electronically facilitated online web-based portal followed by an e-reverse auction) and shall enter into Power Purchase Agreement (PPA) with the Successful Bidders, based on this RfS for purchase of Solar power for a period of 25 (twenty-five) years from the Commercial Operation Date (COD) of the Project based on the terms, conditions and provisions of this RfS.
- 1.1.6 Up to 200 MW, capacity may be allotted to Bidders with lowest tariffs discovered under the competitive bidding process (followed by e-reverse auction).
- 1.1.7 No relaxation in any terms and conditions under this RfS are applicable to Central PSUs / State PSUs/ Government-controlled organizations.

1.2 DETAILS OF POWER PROCUREMENT

- 1.2.1 The Bidders selected by GRIDCO based on this RfS, shall set up solar power projects in accordance with the provisions of this RfS document and the PPA. The PPA format is enclosed and can be downloaded from <https://www.tcil-india-electronictender.com>.
- 1.2.2 GRIDCO shall enter into a PPA with the Successful Bidders project wise for a period of 25 (twenty-five) years from the COD of the Project. The maximum tariff payable to Successful Bidder shall be fixed for 25 (twenty-five) years from the COD of respective Projects, as discovered through the e-bidding and e-reverse auction conducted vide this RfS. The Bidders will be free to avail fiscal incentives like accelerated depreciation, concessional customs and excise duties/ GST, 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 Bidder to avail various tax and other benefits. No claim shall arise on GRIDCO 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 The pass through in the quoted tariff shall be provided to the Bidders due to any change in the statutory laws like Anti-Dumping Duty or any Safeguard Duty on the Solar PV modules. However, this pass through in Tariff shall be applicable for any imposition of Anti-Dumping Duty or any Safeguard Duty between the time period of Date of Submission of the Bid and Invoice Date of PV Modules procured for the project. In no case this pass through on Tariff shall be applicable after the SCOD. The mechanism for the pass through shall be dealt as per the guidelines of Government of India/ CERC.

1.3 ELIGIBLE PROJECT

- 1.3.1 The Projects to be selected for aggregate capacity of 200 MW provide for deployment of solar photovoltaic (PV) technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon, thin films or concentrator solar PV modules, with or without trackers can be installed. Only commercially established and operational technologies shall be used to minimize the technology risk and to achieve the timely commissioning of the Projects.
- 1.3.2 Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant-basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers or the State or Central Government.

--- End of Section ---

2 DEFINITIONS

In this RfS, unless the context otherwise requires, capitalized terms shall have the meaning given to them as mentioned below:

2.1 DEFINITION

- 2.1.1 “**Act**” or “**Electricity Act**” or “**Electricity Act, 2003**” shall mean the Electricity Act, 2003 and include any of its modifications, amendments and substitution from time to time;
- 2.1.2 “**Affiliate**” shall mean a Company that, directly or indirectly, controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company;
- 2.1.3 “**Bid**” or “**Bid Documents**” shall mean the documents submitted by the Bidder in any form, hard copies or electronic in response to this RfS;
- 2.1.4 “**Bidder**” shall mean a Company or a consortium of Companies, which submits a Bid to GRIDCO in accordance with the provisions of this RfS;
- 2.1.5 “**Bidding Consortium**” or “**Consortium**” refers to a group of Companies that has collectively submitted the Bid in accordance with the provisions contained in this RfS;
- 2.1.6 “**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;
- 2.1.7 “**CERC**” shall mean Central Electricity Regulatory Commission;
- 2.1.8 “**Company**” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- 2.1.9 “**Commissioning**” with respect to the Project/ Unit as certified by GRIDCO shall mean when all equipment as per rated capacity have been installed and energy has flown into the grid for the purpose of commercial operation;
- 2.1.10 “**Commercial Operation Date**” with respect to the Project / Unit shall mean the date on which the Project/ Unit is commissioned (as certified by GRIDCO) and available for commercial operation and such date as specified in a written notice given at least 15 (ten) days in advance by the Successful Bidder to GRIDCO;
- 2.1.11 “**CTU**” shall mean Central Transmission Utility;
- 2.1.12 “**Delivered Energy**” means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by Odisha SLDC. In case of net import of energy during a month, the Successful Bidder shall be required to make payment to Discom at the rate of high-tension temporary tariff as determined by Odisha Electricity Regulatory Commission (OERC) from time to time. In case of net export of energy during a month, the Successful Bidder shall be eligible for the receiving agreed tariff from GRIDCO for such net delivered energy.

- 2.1.13 “**Delivery Point/ Interconnection Point**” shall be the point or points of connection at which Electricity is delivered into the grid system of the Odisha Power Transmission Corporation Limited (OPTCL) system;
- 2.1.14 “**Developer**” or “**Project Developer**” “**Solar Project Developer**” shall mean the Successful Bidder that signs the Power Purchase Agreement (PPA) with GRIDCO for the purpose of developing solar power project(s) under the provisions of this RfP.
- 2.1.15 “**Electricity**” shall mean the electrical energy in kilowatt-hours;
- 2.1.16 “**Electricity Laws**” shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and utilities in India, the rules, regulations and amendments issued by CERC/ OERC from time to time;
- 2.1.17 “**Effective Date**” shall mean the date of execution of PPA by the Successful Bidder and GRIDCO;
- 2.1.18 “**EMD**” shall mean Earnest Money Deposit;
- 2.1.19 “**Financing Documents**” mean the agreements and documents (including asset leasing arrangements) entered/ to be entered into between the Bidder and the Financing Parties relating to the financing of the Project;
- 2.1.20 “**Financing Parties**” means parties financing the Project, pursuant to Financing Documents;
- 2.1.21 “**Group Company**” of a company means
- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company; or
 - (ii) a Company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company; or
 - (iii) a Company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise; or
 - (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
 - (v) a Company which is under common control with the company, and control means ownership by one company of at least 26% (twenty-six 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, or 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.

- 2.1.22 “**INR**” or “**Rs.**” shall mean Indian Rupees.
- 2.1.23 “**Lead Member of the Bidding Consortium**” or “**Lead Member**”: There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till 3 years from the Commercial Operation Date (CoD) of the Project;
- 2.1.24 “**Letter of Intent**” or “**LoI**” shall mean the letter issued by GRIDCO to the Successful Bidder for award of the Project;
- 2.1.25 “**Member(s) in/ of a Bidding Consortium**” or “**Member**” shall mean a Company in a Bidding Consortium. Even in case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 2.1.26 “**Metering Point**” shall be at the Grid-connected solar PV plant end switchyard. For the purpose of energy accounting the Developer shall install ABT-compliant meter at the metering point;
- 2.1.27 “**Month**” shall mean calendar month;
- 2.1.28 “**Net Worth**” shall mean the net worth as per the formula given in this document;
- 2.1.29 “**OERC**” shall mean Odisha Electricity Regulatory Commission;
- 2.1.30 “**OPTCL**” shall mean Odisha Transmission Corporation Limited;
- 2.1.31 “**Paid-up share capital**” shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;
- 2.1.32 “**Parent**” shall mean a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 2.1.33 “**Performance Bank Guarantee**” of “**PBG**” shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 3.9 of this RfS.
- 2.1.34 “**Power Purchase Agreement**” or “**PPA**” shall mean the power purchase agreement signed between the Successful Bidder and GRIDCO project wise according to the terms and conditions of the standard PPA enclosed with this RfS;
- 2.1.35 “**Project**” shall mean a solar photovoltaic grid-interactive power station to be established by the Successful Bidder in Odisha comprising of number of Units of minimum 10 MW and multiples of 5 MW thereof at single/ multiple locations, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the others necessary to deliver the electricity generated by the Project at the Delivery Point;
- 2.1.36 “**Project Site**” means any and all parcels of real property, rights-of-way, easements and access roads located in Odisha, upon which the Project and its related infrastructure will be located;
- 2.1.37 “**Project Capacity**” means the AC capacity of the Project at the generating terminal(s) and to be contracted with GRIDCO for supply electricity;
- 2.1.38 “**Qualified Bidder**” shall mean the Bidders who meet the qualifications / eligibility requirements as per the terms and conditions of this RfS and thus qualified for opening of Financial Proposal.

- 2.1.39 “**RfS**” of “**RfS Documents**” shall mean this Request for Selection document for purchase of power through competitive bidding process (followed by e-reverse auction) for 200 MW grid-connected solar photovoltaic power projects to be set up in of Odisha floated by GRIDCO including its annexures, amendments, corrigendums and clarifications thereof;
- 2.1.40 “**SCOD**” or “**Scheduled Commercial Operation Date**” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 18 (eighteen) months from the date of signing of PPA. However, GRIDCO reserves the right to refuse the purchase of power 3 (three) months earlier to Scheduled Commercial Operation Date;
- 2.1.41 “**SEA**” means the State Energy Account issued by State Load Dispatch Centre, Odisha and its amendment thereto;
- 2.1.42 “**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;
- 2.1.43 “**Shortlisted Bidder**” shall mean the Qualified Bidder who is shortlisted for e-reverse auction process as per the terms and conditions of this RfP;
- 2.1.44 “**SLDC**” means the State Load Dispatch Center of Odisha;
- 2.1.45 “**STU**” shall mean the State Transmission Utility i.e. OPTCL;
- 2.1.46 “**TOE**” shall mean Tender Opening Event;
- 2.1.47 “**Ultimate Parent**” shall mean a company, which owns not less than 51% (fifty-one percent) equity either directly or indirectly in the Parent and Affiliates;
- 2.1.48 “**Unit**” shall mean one set of solar photovoltaic grid-interactive power plant of minimum 10 MW capacity and multiples of 5 MW thereof at one single location and all the auxiliary equipment and facilities, required to constitute a solar Project;
- 2.1.49 “**Voltage of Delivery**” means the voltage at which the Electricity generated by the Project is required to be delivered to the STU periphery;
- 2.1.50 “**Week**” shall mean calendar week;

--- End of Section ---

3 INSTRUCTION TO BIDDERS

3.1 OBTAINING RFS DOCUMENT, COST OF DOCUMENTS & PROCESSING FEES

- 3.1.1 The 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 <http://gridco.co.in/>. 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).
- 3.1.2 The Bidders shall be eligible to submit/ upload the Bid Documents only after logging into the TCIL website and downloading the official copy of RfS.
- 3.1.3 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. 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 GRIDCO.

3.2 TOTAL CAPACITY OFFERED, PROJECT SCOPE

3.2.1 Total Capacity

The total capacity of solar projects for bidding under this RfS is 200 MW.

The Solar Project Developers shall identify their own land for development of Projects. The net capacity can be achieved through multiple solar PV power plants at different sites or locations. The interested Solar Project Developers are required to participate in this RfS for development of grid-connected solar photovoltaic power plants on Build-Own-Operate (BOO)-basis.

Capacity of an individual Project shall be minimum 10 MW and maximum up to 100 MW in multiples of 5 MW. It should be noted that the individual Project capacity in this case shall solely be at the discretion of the Bidder based on the Bidder's own goals, financial capabilities, identified land, and other considerations. The capacity of an individual Project/ Unit shall be in the multiple of 5 MW with minimum capacity of 10 MW and maximum capacity of 100 MW for a single solar PV Project.

3.2.2 Project Scope:

The Successful Bidder shall set up Project(s) including the transmission network up to the Delivery Point in line with **Section 3.7**, 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) and those required from State Government and local bodies shall be in the scope of the Successful Bidder. However, the selection of Projects would be technology agnostic within PV technology, and crystalline silicon or thin film PV, etc. with or without trackers shall be installed. In order to ensure that only quality

systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure-A.

3.3 ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION

The following conditions shall be applicable to the Bidders for submission of Bids against this RfS. In order to identify Selected Bidder(s), GRIDCO shall follow a Bid Process comprising of a single stage 2 (two)-part process, followed by the e-reverse auction process, as explained below.

3.3.1 Qualifications

Bidders are required to submit a Proposal consisting of 2 (two) parts: (i) the Technical Bid Proposal; and (ii) the Financial Bid Proposal. The Technical Bid Proposal shall be opened first. For Bidders whose Technical Bid Proposals are determined to be responsive, an evaluation of their financial eligibility will be done. Bidders who meet the minimum Net Worth requirement and whose Qualification Proposal is responsive shall be qualified for opening of their Financial Bid Proposal, i.e. the Qualified Bidder.

3.3.2 Financial Proposal

GRIDCO shall open the Financial Proposals of only the Qualified Bidders to determine their responsiveness and to identify the Shortlisted Bidders. The Shortlisted Bidders shall be eligible to participate in the e-reverse auction process.

3.3.3 E-Reverse Auction

The Shortlisted Bidders shall participate in the e-reverse auction process for determination of the Successful Bidder(s).

3.4 QUALIFICATION REQUIREMENT

3.4.1 Nature of Bidding Entity

- i. Any Bidder, which is a Company or a Consortium, shall be eligible to submit a Bid. The term Bidder used in this RfS applies to both a single Company and a Consortium. For the avoidance of doubt, it is clarified that limited liability partnership (LLP) and limited liability companies (LLC) shall not be eligible to submit a Bid.
- ii. Where a Bidder is a single entity and is declared as the Successful Bidder, it may at its option form a Special Purpose Vehicle (SPV) Company to execute the Project agreements. However, if the Successful Bidder is a Consortium or a foreign company, then it will be mandatory for such Successful Bidder to incorporate an SPV Company to execute the Project agreements.
- iii. Except in case of a Bidder being a listed Company, the shareholders of the Bidder will be required to continue to hold up to 80% (eighty percent) of the total capital of the Bidder, from the date of submission of the Proposal until the completion of the e-reverse auction, and if the Bidder is determined to be a Successful Bidder and it chooses (in case of a Successful Bidder being a single entity) to incorporate an SPV, then until incorporation of the SPV.

In case of the Bidder being a Consortium, the shareholders of each Member of the Consortium shall be required to continue to hold up to 80% (eighty percent) of the total capital of the respective Member of the Consortium, except in case of a Member being a listed Company, from the date of submission of the Proposal until the completion of the e-reverse auction and, if the Bidder is determined to be a Successful Bidder, then until incorporation of the SPV.

- iv. If the Successful Bidder is a single Company, then the Successful Bidder shall subscribe and hold at least 51% (fifty one percent) of the total Capital and voting rights of the SPV from the date of incorporation of the SPV and until the expiry of a period of 3 (three) years from the Unit COD. In the event that the Successful Bidder, which is a single Company, chooses not to incorporate an SPV, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, should continue to hold at least 51% (fifty one percent) of the total capital and voting rights of the Successful Bidder until the expiry of a period of 3 (three) years from the Unit COD, except in case of the Successful Bidder being a listed Company.
- v. If the Successful Bidder is a consortium, then the Consortium and its Members shall, in addition to incorporating an SPV, comply with the following conditions:
 - a. The number of Members in such Consortium shall not exceed 3.
 - b. The Qualification Proposal submitted by the Consortium should contain the required information of each Member of the Consortium.
 - c. The Members of the Consortium shall nominate a Lead Member. Such nomination shall be supported by a Power of Attorney signed by all the Members of Consortium and shall substantially be in the form set out in Format 6.5. The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process, and until the incorporation of the SPV.
 - d. The Consortium shall submit a binding and enforceable agreement to GRIDCO with its Bid, substantially in the form set out at Format 6.5.
 - e. Except as specifically permitted in accordance with the Bidding Documents, the Members of the Consortium shall not amend, vary or terminate the joint bidding agreement at any time during the validity period of the Bid and thereafter, until the expiry of a period of 3 (three) years from the Unit COD, without the prior written consent of GRIDCO.
 - f. The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Solar Project Developer's obligations in relation to the Unit(s).
 - g. The Lead Member shall subscribe and hold not less than 51% (fifty one percent) of the total Capital and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 3 (three) years from the Unit COD.
- vi. The Successful Bidder or the shareholders of the Successful Bidder, as the case may be, will be entitled to, without seeking any prior consent from GRIDCO or counterparties to the Project Agreements, dilute its shareholding in the Capital of the SPV or the Successful Bidder, as the case may be, below the levels stated above after the expiry of a period of 3

(three) years from the Unit COD. Such dilution may be undertaken, if the transferee meets the Financial Eligibility Criteria of this RfS.

3.5 ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION

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

- 3.5.1 A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application, subject to minimum bidding for 10 MW solar PV power plant.
- 3.5.2 Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- 3.5.3 The evaluation of bids shall be carried out as described in Section 4 of this RfS. The methodology of allocation of projects is elaborated in Section 4.
- 3.5.4 In case the Bidder wishes to set up a project at more than one locations, then they would need to be physically identifiable with separate boundary wall, separate inter-connection points and metering arrangement.

3.6 FINANCIAL ELIGIBILITY CRITERIA

- 3.6.1 The Net Worth of the Bidder for the financial year ended on 31 March 2017 shall not be less than Rs. 80,00,000 /MW (Indian Rupees Eighty Lakhs Only per megawatt) of the capacity quoted.
- 3.6.2 Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Net Worth per MW of quoted capacity as on 31st March, 2017. For avoidance of any ambiguity, “Net Worth” shall be calculated as follows:

Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).

- 3.6.3 Pursuant to evaluation of Net Worth criteria and Average Turnover as part of technical Bid, if it is found by GRIDCO 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.

3.7 CONNECTIVITY WITH THE GRID

- 3.7.1 The Projects shall be designed for delivery of energy at STU (OPTCL) periphery.
- 3.7.2 The responsibility of getting the grid connectivity with STU shall entirely be of the Successful Bidder. The Successful Bidder shall submit documentary evidence for securing connectivity with grid from STU within 9 (nine) months from the date of issuance of LoI.

- 3.7.3 The transmission of power up to the point of interconnection and energy accounting infrastructure shall be the responsibility of the Solar Power Developer. The Solar Power Developer shall construct and maintain the transmission line upto the OPTCL substation from the plant boundary. The Developer shall hand-over the transmission line after completion of construction to OPTCL. The maintenance of transmission system up to the interconnection point shall be responsibility of the Solar Power Developer.
- 3.7.4 The arrangement of connectivity shall be made by the Solar Power Developer through a dedicated transmission line. The entire cost of transmission including cost of construction and maintenance of line shall be borne by the Solar Power Developer. However, the losses etc. from the Metering Point to the Delivery/ Interconnection Point at OPTCL substation shall be borne by GRIDCO.
- 3.7.5 The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.
- 3.7.6 The Successful Bidder shall comply CERC/ OERC regulations on forecasting, scheduling and deviation settlement, as applicable from time to time and are responsible for all liabilities related to connectivity.

3.8 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

- 3.8.1 The Successful Bidders are required to obtain all necessary clearance and permits as required for setting up the Projects.

3.9 EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE BANK GUARANTEE

- 3.9.1 The Bidder shall provide the following bank guarantees to GRIDCO in a phased manner as follows:
- Earnest Money Deposit (EMD) of Rs. 5 Lakh/ MW in the form of Bank Guarantee along with RfS.
 - Performance Bank Guarantee (PBG) of Rs. 40 Lakh/ MW prior to signing of PPA.
- 3.9.2 Earnest Money Deposit (EMD) at the rate of Rs. 5 Lakh/ MW per Project in the form of bank guarantee according to Format 6.3 A and valid for 6 (six) 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 shall be in the name of the Bidder/ Lead Member of Bidding Consortium.
- 3.9.3 The Bidder shall furnish the bank guarantees towards EMD from any of the banks listed in Annexure-C in favor of GRIDCO.

- 3.9.4 The Successful Bidders are required to sign PPA with GRIDCO in line with the timeline given as per this RfS. In case the Successful Bidder refuses to execute the PPA within the stipulated time period or the extended time period allowed by GRIDCO, the bank guarantee equivalent to EMD shall be encashed by GRIDCO as penalty. In case the Project is not selected, GRIDCO shall release the EMD of unsuccessful Bidder within 15 (fifteen) days of the date of issue of LoI to Successful Bidder.
- 3.9.5 The bank guarantees against EMD shall be returned to the Successful Bidders after PBGs submitted by them are verified by GRIDCO and PPA is signed with GRIDCO.
- 3.9.6 Performance Bank Guarantee (PBG): Successful Bidders selected by GRIDCO based on this RfS shall submit Performance Bank Guarantee for a value at the rate of Rs. 40 Lakh/ MW two (2) days prior to signing of PPA. It may be noted that Successful Bidders shall submit the Performance Bank Guarantee according to the **Format 6.3 B**, issued in favor of GRIDCO, for a value at Rs. 40 Lakh/MW with a validity period **up to 33 months** from the date of signing of PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the bank guarantee submitted towards EMD shall be returned by GRIDCO to the Successful Bidder.
- 3.9.7 The PBGs shall be returned to the Successful Bidders immediately after successful commissioning of the respective Projects, after taking into account any penalties due to delays in commissioning as per provisions stipulated in **Section 3.13**.
- 3.9.8 The Successful Bidder shall furnish the PBGs from any of the banks listed at **Annexure - C** to GRIDCO.
- 3.9.9 The format of the bank guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 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.
- 3.9.10 All bank guarantees shall be executed on non-judicial stamp paper of Rs. 100/- (Rupees Hundred Only).
- 3.9.11 All expenditure towards execution of bank guarantees such as stamp duty etc. shall be borne by the Bidder.
- 3.9.12 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 checklist while submitting the bank guarantees.

3.10 FORFEITURE OF EMD

- 3.10.1 The bank guarantee towards EMD shall be encashed by GRIDCO in following cases:
- If the Bidder withdraws or varies the Bid after due date and time of Bid submission or during the validity of the Bid;
 - In case, GRIDCO offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per **Section 3.12** or does not execute the PPA within the stipulated time period;

- iii. If after date of issue of LoI, it is found that the documents furnished by the Bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed or distorted;
- iv. If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.9.

3.11 POWER PURCHASE AGREEMENT (PPA)

- 3.11.1 A copy of the standard Power Purchase Agreement, to be executed between GRIDCO and the Successful Bidder or its Special Purpose Vehicle (SPV), shall be provided by GRIDCO along with this RfS. The PPA shall be signed within 1 (one) month from the date of issue of Letter of Intent (LoI). PPA shall be executed between GRIDCO and Successful Bidders. The PPAs shall be valid for a period of 25 (twenty-five) years from the date of COD as per provisions of PPA.
- 3.11.2 Before signing of PPA between GRIDCO and the Successful Bidder, GRIDCO shall verify the documents including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents.
- 3.11.3 The Successful Bidder shall be free to operate their Projects after expiry of the 25 (twenty-five) year term from the COD of the Project, if other conditions like land lease etc. permit. However, any extension of the PPA period beyond 25 (twenty-five) years from the COD of the Project shall be through mutual agreements between the Successful Bidder and GRIDCO, which is outside the scope of this RfS.

3.12 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- 3.12.1 The Successful Bidder shall report tie-up of financing arrangements for the Projects within 9 (nine) months from issue of LoI.
- 3.12.2 The Successful Bidder shall furnish the following documents within 9 (nine) months of issue of LoI:
 - a. Submit power evacuation/ connectivity agreement of Successful Bidder with STU.
 - 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 concerned authority for entire term of the PPA in the name of Successful Bidder.
 - ii. Sworn affidavit from the authorized personnel 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. Copy of key plan drawing showing survey number, plot number, point of installation of solar Project with capacity.

- 3.12.3 GRIDCO may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Solar Power Developer, terminate the Power Purchase Agreement in whole or in part if the Solar Power Developer fails to deliver or execute as per Clause No. 3.12.1 and Clause No. 3.12.2 within the stipulated time or any extension thereof granted by GRIDCO.

3.13 COMMISSIONING AND PENALTY FOR DELAY IN COMMISSIONING

- 3.13.1 The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS in line with the procedure elaborated in the PPA document. Commissioning certificates shall be issued by the State Nodal Agency and GRIDCO after successful commercial operation of the Project/ Units.

Capacity	SCOD
Solar PV Power Plant of 1 MW to 100 MW	18 Months

- 3.13.2 The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GRIDCO shall encash the Performance Bank Guarantee (PBG) in the following manner:
- Delay up to 3 (three) months from SCOD: GRIDCO shall Rs. 20,000 per MW per day from the Performance Bank Guarantee proportionate to the balance capacity not commissioned. For example, if the out of 20 MW allotted project to a developer, 2 MW is not commissioned till 25 days post SCOD then the penalty shall be charged Rs. 10,00,000/- i.e. (2 MW x Rs. 20,000 x 25 days)
 - In case the commissioning of the Project is delayed beyond 3 (three) months from SCOD, then GRIDCO shall charge Rs, 50,000 per day per MW from the Performance Bank Guarantee proportionate to the balance capacity not commissioned till the entire Performance Bank Guarantee is encashed.
 - In case, the Commissioning of the Project is delayed beyond this period as mentioned in Section (b) above, the PPA capacity shall stand reduced/ amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. It is clarified that, in addition, PBG shall be encashed as per both Section (a) & (b) above.

3.14 COMMERCIAL OPERATION DATE (COD)

- 3.14.1 This shall mean as per the Clause no. 2.1.10 of this RfS document.

3.15 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

- 3.15.1 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 before signing of PPA with GRIDCO.
- 3.15.2 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.
- 3.15.3 After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 26% of the voting rights and paid-up share capital) in the Company/ Consortium developing the Project shall be maintained for a period of (3) three years after commencement of supply of power. Thereafter, any change can be undertaken under intimation to GRIDCO and GRIDCO. Transfer of controlling shareholding within the same group of companies will however be allowed after COD, with the permission of GRIDCO and GRIDCO, subject to the condition that, the management control remains within the same group of companies.
- 3.15.4 In the event of change in shareholding or substitution of promoters triggered by the financial institutions leading to signing of fresh or amended PPA having same terms and conditions with a new entity, an amount of Rs. 10,00,000/- (Rupees Ten Lakh only) per Project per transaction as Facilitation Fee (non-refundable) shall be deposited by the Solar Project Developer to GRIDCO. However, the new entity shall meet the Financial Eligibility Criteria of this RfS.

3.16 STRUCTURING OF THE BID SELECTION PROCESS

- 3.16.1 Single stage, 2 (two)-part bidding followed by e-reverse auction 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 **Section 3.19**.

3.17 INSTRUCTION TO BIDDERS FOR STRUCTURING OF BID PROPOSAL IN RESPONSE TO RFS

- 3.17.1 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.
- 3.17.2 Detailed instructions shall be followed by the Bidders for online submission of response to RfS as stated at **Annexure – D and Annexure -E**.
- 3.17.3 Submission of Bid proposals by Bidders in response to RfS shall be in the manner described below:
1. Covering Letter as per Format 6.1.
 2. Proof of payment towards Cost of RfS Document.
 3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.

4. Performance Guarantee (to be submitted before signing of PPA as specified in Section 3.9) in the form as per **Format 6.3 B**.
5. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 6.2.
6. 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/ Power of Attorney 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.
7. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with GRIDCO. Board Resolution from each Consortium Member in favour of the person signing Consortium Agreement;
 - ii. Board Resolution from the Bidding Company committing 100% (one hundred percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (one hundred percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - iii. Board Resolution 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 members 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.
8. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board Resolution from each Member of the Consortium for participating in Consortium.
9. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per **Annexure A** and is under operation for at least 1 (one) year. Final details of the same shall be submitted within 9 (nine) months signing of LoA as per **Section 3.11**.
10. Tie-up of Financing Arrangements for the projects within 6 (six) months of signing of PPA.
11. Format 6.8: Format for Disclosure.
12. Attachments:
 - i. Memorandum of Association (MoA)/ Article of Association (AoA): Section of MoA/ AoA needs to be attached along with the Bid. The Bidder shall also highlight the relevant provision which highlights the objects relating to generation and sale of power/ energy/ renewable energy/ solar power plant development.

- In case, there is no mention of the provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the Bidder is a Successful Bidder.
 - If the Successful 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.
- ii. Certificate of incorporation of Bidder/ all Members of the Consortium.
- iii. A certificate of shareholding of the Bidder company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 1 (one) week prior to the last date of Bid submission.
- iv. Documents containing information about the Promoters and their shareholding in the Bidder company/ Consortium Member (as on a date within 1 (one) week prior to the last date of Bid submission) to GRIDCO indicating the controlling shareholding at the stage of submission of response to RfS to GRIDCO as per Section 3.15. GRIDCO 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 shall ensure submission of the same within the required time lines.
- v. Certified copies of annual audited accounts for the last financial year, i.e. FY 2016-17 shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of balance sheet, profit & loss account, schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
- vi. Certificate from Chartered Accountants, certifying the Net Worth of the Bidder per Bid capacity as on 31st March 2017.

- 3.17.4 Response submitted by the Bidder shall become the property of the GRIDCO and GRIDCO shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.9.4.
- 3.17.5 All documents of the response to RfS (including RfS, PPA and all other documents uploaded on <https://www.tcil-india-electronictender.com> as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
- 3.17.6 The response to RfS shall be submitted as mentioned in Section 3.19. 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, GRIDCO reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 3.17.7 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.
- 3.17.8 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.
- 3.17.9 Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- 3.17.10 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, shall be liable for rejection by GRIDCO.
- 3.17.11 Response to RfS not submitted in the specified formats shall be liable for rejection by GRIDCO.
- 3.17.12 Bidders delaying in submission of additional information or clarifications sought within the timeframe specified by GRIDCO shall be liable for rejection.
- 3.17.13 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 GRIDCO of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 3.17.14 Only OERC and/ or High Court of Orissa shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.18 NON-RESPONSIVE BID

- 3.18.1 The electronic response to RfS submitted by the Bidder along with the documents submitted offline to GRIDCO 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":
- 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;
- iii. Response to RfS 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 **Section 3.19.1** 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, 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, then all Bids submitted by these parties shall be treated as non-responsive and rejected;
- ix. Conditional Bids shall be summarily rejected.

3.19 METHOD OF SUBMISSION OF RESPONSE TO RFS BY THE BIDDER

3.19.1 Documents to be submitted Offline (in Original)

The Bidder shall 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 and Address of the Bidder” on the left hand side bottom must contain the following:

- i. **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:
 - DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet
 - Power of Attorney as per Format 6.2 (if applicable),
- ii. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
- iii. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by authorized signatory in sealed envelope.

The Bidding Envelope shall contain the following sticker: (illustration)

RESPONSE TO RFS FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) FOR 200 MW

GRID-CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS TO BE SET UP IN ODISHA	
“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”	
RfS Reference No.	[Enter RfS No.]
Submitted by:	[Enter full name of Bidder Company] [Enter address of Bidder Company]
Authorized Signatory:	[Signature of the Authorized Signatory] [Name & designation of the Authorized Signatory] [Stamp of the Bidder Company]
Bid Submitted to:	The Director (Commercial) GRIDCO Limited (GRIDCO) Janpath, Bhoinagar Bhubaneswar -751 022 Odisha Tel. No. 0674-2541 127 Website: www.gridco.co.in

3.19.2 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 and E**. 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:

1. “Technical Bid”

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:

- i. Formats – 6.1, 6.2 (if applicable), 6.3A, 6.4, 6.5 (if applicable);
- ii. All supporting documents regarding meeting the Eligibility Criteria.
- iii. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the Bidder and the hard copy of the Bank Guarantee shall be sent at the GRIDCO address.

2. “Financial Bid”

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

- i. Covering letter as per Format-6.11 of this RfS document.

Only single tariff Bid for all the Projects shall have to 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. Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii. 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.
- iii. All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the Envelopes.

3.20 VALIDITY OF THE RESPONSE TO RFS

3.20.1 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”). GRIDCO reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.21 BID PREPARATION COST

3.21.1 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), site visits, etc. GRIDCO shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bid process.

3.22 CLARIFICATIONS/ PRE-BID MEETING/ENQUIRIES/AMENDMENT

3.22.1 Clarifications sought, if any by the Bidders, on RfS document may be e-mailed and/or conveyed through <https://www.tcil-india-electronictender.com> up to not less than 3 (three) days prior to the Pre-bid Meeting. The query/ clarification shall be sought by the Bidder as per the format given in Format 6.13.

3.22.2 GRIDCO will make effort to respond to the same in the Pre-bid Meeting to be held as mentioned in the Bid Information Sheet.

- 3.22.3 GRIDCO's response will be uploaded in the website <https://www.tcil-india-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by GRIDCO, which will be notified on GRIDCO/ TCIL website. No separate reply/ intimation will be given for the above, elsewhere.
- 3.22.4 A Pre-bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on GRIDCO's website or TCIL Portal).

3.23 RIGHT OF GRIDCO TO REJECT A BID

- 3.23.1 GRIDCO 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.

--- End of Section---

4 BID EVALUATION 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 sub-sections in this Section.

4.2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS

4.2.1 Step 1: First Envelope (Technical Bid) Evaluation

- i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by GRIDCO whose required documents as mentioned at **Section 3.19.1 are received at GRIDCO 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 superscribed properly with address, to the bidder.
- iii. Subject to **Section 3.19**, GRIDCO 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, GRIDCO 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 GRIDCO within **3 days** from the date of such intimation from GRIDCO. All correspondence in this regard shall be made through email/ <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. GRIDCO 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.

4.2.2 Step 2: Second Envelope (Financial Bid) Evaluation

In this step evaluations shall be done based on the “Tariff” quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the e-Reverse Auction.

- 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 will have to submit bid (single application) quoting a tariff per kWh for the project. Tariff can 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 ₹3.337, then it shall be considered as ₹3.33).

- iii. In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- iv. On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to 200 MW, then the procedure as elaborated in **Section 4.3.2** shall be followed.

Note: In case 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 GRIDCO. Thereafter, GRIDCO will take appropriate action in consultation with OERC.

- v. If the first-round tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.
- vi. All bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n as mentioned in Section 4.3.2).
- vii. Ranking of bidders after Financial Bid Evaluation: The ranking of the bidder shall be done in the ascending order of the quoted tariff. For example:

Bidder	Submitted Financial Bid	Ranking
B8	Rs. 2.53 (Tariff in Rs. kWh)	L1
B1	Rs. 2.60 (Tariff in Rs. kWh)	L2
B7	Rs. 2.61 (Tariff in Rs. kWh)	L3
B2	Rs. 2.65 (Tariff in Rs. kWh)	L4
B10	Rs. 2.75 (Tariff in Rs. kWh)	L5
B5	Rs. 2.95 (Tariff in Rs. kWh)	L6
B3	Rs. 3.15 (Tariff in Rs. kWh)	L7
B9	Rs. 3.38 (Tariff in Rs. kWh)	L8
B4	Rs. 3.70 (Tariff in Rs. kWh)	L9
B5	Rs. 4.00 (Tariff in Rs. kWh)	L10

4.3 STEP 3: REVERSE AUCTION

4.3.1 The e-Reverse Auction shall be conducted on <https://www.tcil-india-electronictender.com>. E-Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.

4.3.2 Total Shortlisted Bidders for e-Reverse Auction shall be decided as mentioned below:

Assuming

T = Total number of Techno-commercial qualified bidders, and

S_T = Capacity of the total number of techno-commercially qualified bidders

S_K = Cumulative capacity till the ‘ k ’th serial number bidder (not the ‘ k ’th rank bidder) after ranking is done in ascending order from L1 onwards

S_M = Total capacity of techno-commercially qualified bidders after ranking is done in ascending order from L1 onwards) such that ($S_{M-1} < S_E$ MW and $S_M \geq S_E$)

S_E = Eligible capacity for award

S_E (Eligible capacity for award)	i. In Case $S_T \leq 200$ MW; $S_E = 0.8 \times S_T$ ii. In Case $S_T \geq 200$ MW; $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 200 MW.	
$n = \{$	T , if $T = M$ or $(M+1)$	Where M = Total number of techno-commercially qualified bidders (after ranking is done in ascending order from L1 onwards) such that ($S_{m-1} < S_E$ MW and $S_m \geq S_E$) and $1 \leq m \leq T$
	$M + (T-M)/2$, if $S_M \leq S_E$ and	
	$M + (T-(M+1))/2$, if $S_M \geq S_E$ and	

Total Shortlisted Bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n .

For e.g. (Shortlisting of bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = $S_T = 545$ MW Eligible capacity for award = $S_E = 200$ MW

$S_M = 315$ MW

Therefore, $n = [7 + (11-7)/2] = 9$ as per the above formula.

Sr. No.	Techno - commercially qualified Bidder	Rank	Capacity	T	M	S_E	N	Shortlisted Bidder
			(MW)					
1	B8	L1	50	11	7	200	9*	B8
2	B1	L2	40					B1
3	B7	L3	10					B7
4	B2	L3	05					B2
5	B10	L4	10					B10
6	B5	L5	50					B5
7	B3	L6	150					B3
8	B9	L7	60					B9
9	B4	L8	50					B4
10	B5	L9	70					
11	B11	L10	50					

--	--	--	--	--	--	--	--	--

*Though, $n=7 + (11-7)/2 = 9$ as per the above formula

4.3.3 Shortlisted bidders for e-Reverse Auction will be able to login into <https://www.tcil-india-electronictender.com> of reverse auction 15 minutes before the start time of reverse auction.

- i. During the 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
- ii. The minimum decrement value for tariff shall be ₹ 0.01 per kWh.
- iii. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv. During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- v. In the bidder's bidding window, the following information can be viewed by the bidder:
 1. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
 2. The list of all the Bidders with their following details: Pseudo identity, last tariff and project capacity
- vi. The initial auction period will be of 30 minutes (thirty minutes) with a provision of auto extension by five minutes from the scheduled/extended closing time if any fresh bid is received in last five minutes of auction period or extended auction period. If no valid bid is received during last five minutes of auction period or extended auction period, then the reverse auction process will get closed.

4.4 SELECTION OF SUCCESSFUL BIDDERS

4.4.1 The Bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted. Some of the possible scenarios including, but not limited to, are shown below:

Ranking	Scenario 1	Scenario 2	Scenario 3	Scenario 4
L1	Rs. 2.53 / kWh	Rs. 2.53 / kWh	Rs. 2.53 / kWh	Rs. 2.55 / kWh
L2	Rs. 2.60 / kWh	Rs. 2.55 / kWh	Rs. 2.65 / kWh	Rs. 2.70 / kWh
L3	Rs. 2.61 / kWh	Rs. 2.60 / kWh	Rs. 2.68 / kWh	Rs. 2.75 / kWh
L4	Rs. 2.65 / kWh	Rs. 2.65 / kWh	Rs. 2.76 / kWh	Rs. 2.80 / kWh
L5	Rs. 2.75 / kWh	Rs. 2.70 / kWh	Rs. 2.80 / kWh	Rs. 3.00 / kWh
L6	Rs. 2.95 / kWh	Rs. 2.75 / kWh	Rs. 3.10 / kWh	Rs. 3.10 / kWh
L7	Rs. 3.15 / kWh	Rs. 2.80 / kWh	Rs. 3.15 / kWh	Rs. 3.15 / kWh
L8	Rs. 3.38 / kWh	Rs. 3.00 / kWh	Rs. 3.38 / kWh	Rs. 3.40 / kWh
L9	Rs. 3.70 / kWh	Rs. 3.25 / kWh	Rs. 3.70 / kWh	Rs. 3.75 / kWh

- 4.4.1 The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity (i.e. 200 MW) is exhausted.
- 4.4.2 In case of the last Successful Bidder, 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 (i.e. 200 MW) is exhausted. (Note: It will be mandatory for the last Successful Bidder to accept the last Project capacity offered by GRIDCO, which may be less than the capacity quoted by him). The bidder who has submitted the bid for Project with more than one locations, may intimate GRIDCO about its revised location details within two working days after e-Reverse Auction event and the same shall be considered by GRIDCO to allot the projects before issuance of LoI.
- 4.4.3 In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
- 4.4.4 In the above case (as mentioned in previous Section), if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:
- Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - Step – 2: Ranking will be done based on draw of lots
- 4.4.5 At the end of selection process, a Letter of Intent (LoI) will be issued to all the successful bidders. In case Consortium being selected as Successful Bidder, the LOI shall be issued to the Lead Member of the Consortium. In all cases, GRIDCO's decision regarding selection of bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders. Also, GRIDCO shall reserve the right to short close the capacity lower than 200 MW at its discretion if prices are abruptly high.

--- End of Section---

5 OTHER PROVISIONS

5.1 ROLE OF ODISHA ENERGY DEVELOPMENT AGENCY (AS STATE NODAL AGENCY)

5.1.1 GEDCOL will provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects. This may include facilitation in the following areas:-

- Coordination among various State and Central agencies for speedy implementation of projects
- Issuance of commissioning certificates after due verification of documents relating to land acquisition and connectivity with STU and verification of technical specifications of solar project as per Annexure A.
- While certifying commissioning, GEDCOL shall ensure that all equipment as per rated project capacity has been installed and energy has flown into the grid.

5.2 ROLE OF OPTCL (STATE TRANSMISSION UNIT)

5.2.1 It is envisaged that the STU will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- Upon application for Connectivity as per OERC Regulations, STU shall coordinate with the concerned agencies for grant of connectivity.

---End of Section---

6 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 **Section 3** and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Power of Attorney (Format 6.2)
- iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Financial Requirement – Net Worth (Format 6.6)
- viii. Format for Letter from STU/ Any Transmission Utility (Format 6.7)
- ix. Format for Disclosure (Format 6.8)
- x. Format for Technical Criteria (Format 6.9)
- xi. Format for submission of Financial Bid (Formats 6.11)
- xii. Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)
- xiii. Check List for Bank Guarantees (Annexure-B)
- xiv. List of Banks (Annexure-C)
- xv. Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xvi. Terms & Conditions of Reverse Auction Procedure (Annexure-E)
- xvii. The Bidder may use additional sheets to submit the information for their detailed response.

FORMAT 6.1: COVERING LETTER

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

Date:

Reference No.

From:

<Insert Name of Bidding Company / Lead Member of the Bidding Consortium>

<Insert Address of Bidding Company / Lead Member of the Bidding Consortium>

Tel:

Email address

To:

The Director Commercial

GRIDCO Limited (GRIDCO)

Janpath, Bhoinagar

Bhubaneswar - 751 022, Odisha

Sub : Response to RfS No. GRIDCO/Odisha/200 MW/Solar/01 dated 29-Mar-18 for purchase of power from 200 MW grid connected solar PV power projects to be setup in the state of Odisha through competitive bidding process (followed by reverse e-auction)

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 from COD of the project/ Unit by GRIDCO and hereby submit our response to RfS. *We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure).* We are submitting application for the development of following Solar Power Project(s):-

	Capacity (MW)	Location of Project (Village, Taluka, Dist.)	Sub-Station Details
01			
02			

Note:

- a. The Bidder must ensure the project capacity mentioned should be equal to 10 MW or in multiples of 5 MW.
 - b. Delete/Insert the rows as applicable, and number the Projects and submit Envelope as per RfS project wise.
1. We give our unconditional acceptance to the RfS GRIDCO/Odisha/200 MW/Solar/01 dated 29-Mar-18 and the standard PPA. In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by GRIDCO, 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 shall be binding on us. Further, we confirm that the Project shall be commissioned within[Enter Months as per the Capacity] months of the date of issue of LoI.
 2. Earnest Money Deposit (EMD): - (Please read Section 3.9 carefully before filling) We have enclosed EMD of Rs... (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Section 3.9 of this RfS. The total capacity of the Solar Power Project offered by us is MW
 3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.7, respectively on issue of LoI by GRIDCO for the selected Projects and/or we are not able to sign PPA with GRIDCO within 1 month from date of issue of LoI or as intimated by GRIDCO, GRIDCO 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.
 4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
 5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and GRIDCO offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
 6. Acceptance
 7. We hereby unconditionally and irrevocably agree and accept that the decision made by GRIDCO 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:
 9. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.

10. In case of our selection as the Successful Bidder 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 PDD, committing total equity infusion in the SPV as per the provisions of RfS.
11. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 9 months from the date of issue of LoI. In the event of delay in commissioning, the provisions of Section 3.9 & 3.11 of the RfS/ relevant Sections of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU grid is established and GRIDCO issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GRIDCO.
13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
14. We conform 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).
15. Contact Person

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

Name	:	_____
Designation	:	_____
Company	:	_____
Address	:	_____
Phone No.	:	_____
Mobile No.	:	_____
Fax No, If any	:	_____
Email Address	:	_____

16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Power Producer'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 6.2: FORMAT FOR POWER OF ATTORNEY

(Applicable only in case of Consortiums)

FORMAT FOR POWER OF ATTORNEY

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

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s having its registered office at and M/s having its registered office at, (Insert name and registered office of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert the name of the Consortium if finalized) hereinafter called the 'Consortium') vide Consortium Agreement dated a company incorporated under the laws of And having its Registered / Head office at As our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise of the response to RfS..... Dated

We also authorize the said Lead Member to undertake the following acts:

- i. To submit on behalf of Consortium Members response to RfS.
- ii. To do any other act or submit any information and 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 THE WITNESS WHEREOF M/s As the Member of Consortium have executed these presents on this Day of under the Company Seal of our company.

For and on behalf of Consortium Member M/s

(Signature of person authorized by the board)

(Name, Designation, Place, Date)

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 3 of the RfS.

FORMAT 6.3 A: FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref _____ Bank Guarantee

No. _____ Date: _____

In consideration of the [Insert name of the Bidder] (hereinafter referred to as “Bidder”) submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No. dated issued by GRIDCO Limited (hereinafter referred to as GRIDCO) and GRIDCO considering such response to the RfS of [Insert the name of the Bidder] as per the terms of the RfS, the [Insert name and address of the Banker] hereby agrees unequivocally, irrevocably and unconditionally to pay GRIDCO at [Insert Name of the Place from the address of GRIDCO] forthwith on demand in writing from GRIDCO 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. 5 Lacs per MW] of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [Insert date of validity in accordance with Bid Information Sheet this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or Term of Contract or by any other reason 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 Bid Information Sheet of this RfS]. GRIDCO shall be entitled to invoke this Guarantee till [Insert date of validity in accordance with Bid Information Sheet of this RfS].

The Guarantor bank hereby agrees and acknowledges that GRIDCO shall have right to invoke this Bank Guarantee in part or in full, as it may deem fit, in its branch at Bhubaneswar.

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

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 neither require GRIDCO to justify the invocation of this BANK GUARANTEE nor shall the Guarantor Bank have any recourse against GRIDCO in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar 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 or whatsoever.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GRIDCO 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 GRIDCO 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 GRIDCO and may be assigned, in whole or in part, (whether absolutely or by way of security) by GRIDCO to any entity to whom GRIDCO 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 Bid Information Sheet of this RfS*]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GRIDCO serves upon us a written claim or demand.

Signature :
Name :
Power of Attorney No. :
For :
..... [*Insert Name of the Bank*]
Email ID of the Bank :
Banker's Stamp and Full Address :
Dated this day of, 20

FORMAT 6.3 B: FORMAT FOR PERFORMANCE BANK GUARANTEE FOR SOLAR PV PROJECT

(to be submitted separately for each Project)

(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 'Solar Project Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at [*Insert name of the place*] under for supply of power there from on long term basis, in response to the RfS dated..... issued by GRIDCO Limited (hereinafter referred to as GRIDCO) and GRIDCO 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 Solar Project 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 Project 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 GRIDCO at [*Insert Name of the Place from the address of the GRIDCO*] forthwith on demand in writing from GRIDCO or any Officer authorized 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 Project Developer / Project Company*]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by any 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..... GRIDCO shall be entitled to invoke this Guarantee till

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

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

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*

Project Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall neither require GRIDCO to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GRIDCO in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar 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 or whatsoever.

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

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

Signature :

Name :

Power of Attorney No. :

For

..... [*Insert Name of the Bank*].....

Email ID 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

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

FORMAT 6.4: FORMAT FOR BOARD RESOLUTION

(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 No. GRIDCO/Odisha/200 MW/Solar/01 for 'Selection of 200 MW Grid Connected Solar Photovoltaic Projects' in Odisha in India, including signing and submission of all documents and providing information / response to RfS GRIDCO Limited (GRIDCO), representing us in all matters before GRIDCO, and generally dealing with GRIDCO 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 Sr. 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 6.5: 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 thisDay of Two Thousand between M/s [Insert name of Lead Member] a Company incorporated under the laws ofand 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/sa 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 GRIDCO Limited (GRIDCO) 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, GRIDCO desires to purchase power under this RfS

WHEREAS, GRIDCO has invited response to RfS vide its Request for Selection (RfS) GRIDCO/Odisha/200 MW/Solar/01 dated 29-Mar-18

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 GRIDCO wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTHAS UNDER:

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

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.

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.

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.

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.

Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (3) three years after commencement of supply of power.

The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders for raising debt or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.

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.

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.

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.

This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Bank Guarantee in favour of GRIDCO in terms of the RfS.

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 GRIDCO.

FORMAT 6.6: FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

To,

The Director Commercial
GRIDCO Limited (GRIDCO)
Janpath, Bhoinagar, Bhubaneswar– 751 022
Odisha, INDIA

Sub : Response to RfS No. GRIDCO/Odisha/200 MW/Solar/01 dated for Selection of 200 MW Solar PV Projects in the state of Odisha

We certify that the Bidding Company/Member in a Bidding Consortium has a Net Worth of Rs..... Cr. (.....in words) as on the end of Financial Year 2016-17.

This Net Worth has been calculated in accordance with instructions provided in Clause 3.6 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)
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]

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 Bidding Consortium Member Company	Name of Affiliate (s) whose net worth is to be considered	Relationship with Bidding Company*	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 2016-17. *(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 net worth 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 its Affiliate(s) as per following details:

Name of Bidding Consortium Member Company	Name of Affiliate (s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (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 2016- 17.**(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 net worth 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 PBDIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Bidding Consortium Member Company	Name of Affiliate (s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	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:

- i. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- ii. Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

FORMAT 6.7: FORMAT FOR LETTER FROM STU (OPTCL)

This is to certify that for the evacuation of power from the [*Plant capacity in MW*] Grid-connected solar PV power plant located at [*Location*] can be done at the substation of [*Name of the Transmission Utility*] having a total capacity [*Rated Capacity of the Substation*], [*Location*].

..... [*Name of the Transmission Utility*] hereby gives the consent that in case the [*Plant capacity in MW*] Grid-connected solar PV power plant located at [*Location*] is developed that [*Name of the Transmission Utility*] shall provide power evacuation facility from its substation at [*Name and Location of the substation*]

FORMAT 6.8: FORMAT FOR DISCLOSURE

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

Disclosure

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. GRIDCO/Odisha/200 MW/Solar/01 and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

Signature :
Name of the person :
Authorized by the Board
Date :

FORMAT 6.9: FORMAT FOR TECHNICAL CRITERIA

[On the letter head of Bidder]

([Insert the Project Name and Capacity in case of Category A] or ([Insert the Capacity in case of Category B] to be submitted separately for each Project)

To,

The Director Commercial

GRIDCO Limited (GRIDCO)

Janpath, Bhoinagar, Bhubaneswar– 751 022

Odisha, INDIA

Sub : Response to RfS No. dated for Selection of 200 MW Solar PV Projects in the state of Odisha

Dear Sir,

We hereby undertake to certify in line with Clause 3.12 under the title “Financial Closure” that the following details shall be furnished within 6 (six) months of effective date of the PPA:

1. That the technology proposed to be used is commercially established technology and at least one Project based on this technology is successfully operational for at least one year
2. Details of the Project with location and the successful operational period of the Project utilizing this technology.
3. Evidence of clear possession of the required land for the Project along with following documentary evidence
 - i. Copy of Agreement entered for the land for the Project in the name of the Solar Project Developer (SPD) and possession taken of land required for the Project.
 - ii. A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi

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

Signature :

Name of the person :

Authorized by the Board

Date :

FORMAT 6.10: DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

([Insert the Project Name and Capacity to be submitted separately for each Project])

	Name of Bidding Consortium/ Lead Member of the Bidding Consortium	
	Name of Technology partner (if any)	
	Project location	
	Capacity Proposed MW
	Category of the Project	
	Technology proposed to be adopted for the Project	
	Estimated Capacity Utilization Factor	%
	Estimated Annual Generation of Electrical Energy	kWh
	Brief about proposed Technology	
	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	

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

Signature :
 Name of the person :
 Authorized by the Board
 Date :

FORMAT 6.11: FINANCIAL PROPOSAL

(to be on Bidder's letterhead)

Date:

To,

The Director Commercial

GRIDCO Limited (GRIDCO)

Janpath, Bhoinagar, Bhubaneswar– 751 022

Odisha, INDIA

Sub : Response to RfS No. GRIDCO/Odisha/200 MW/Solar/01 dated for Selection of 200 MW Solar PV Projects in the state of Odisha

Dear Sir,

I/ We, _____ (*Bidder's name*) enclose herewith the Financial Proposal for selection of my/our firm for _____ number of Unit(s) at the locations _____ for a cumulative capacity of _____ MW in Odisha as Bidder for the above.

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

Note:

1. There can be only one tariff for each project. If the Bidder quotes two tariffs or combination thereof for a project, then the bid shall be considered as non-responsive.
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.
6. The Financial Bid is not be mentioned anywhere other than the Electronic Form and only the Financial Bid mentioned in the Electronic form will be considered for evaluation.

Signature :
Name of the person :
Name of the Bidding :
Company/ Consortium :
Address :

FORMAT 6.12: PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

(to be submitted separately for each Project)

Project Capacity MW

Location

Sr.	Particulars	Estimated Cost (Rs. in Figures)	Estimated Cost (Rs. 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 Expense including IDC and Contingency		
8.	Other (Please Specify)		
9.	Total Project Cost		

Signature :

Name of the person :

FORMAT 6.13: FORMAT FOR PRE-BID QUERIES

Sr.	Chapter No.	Clause No.	Page No.	Tender Term	Bidder's Query

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
Concentrator PV Modules	IEC 62108

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 Conditioner/ 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 Environmental Testing Electromagnetic Compatibility (EMC) Electrical Safety Protection against Islanding of Grid LVRT Compliance Grid Connectivity	IEC 61683 IEC 60068-2/ IEC 62093 IEC 61000-6-2, IEC 61000-6-4 IEC 62103/ 62109-1&2 IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards As per the latest CERC Guidelines/ Order/ Regulations 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 ⁰ C shall be considered in kW will be considered as inverter rated capacity.

3. Cable 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 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 EN50618/ TUV 2pfg 1169/08/07 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

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. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years. 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 Modules
- ii. Name of the manufacturer of Solar Cells
- iii. Month and year of the manufacture (separately for solar cells and modules)
- iv. Country of origin (separately for solar cells and PV Modules)
- v. I-V curve for the module at Standard test Conditions (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

SPD 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:

- i. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to GRIDCO/MNRE.
- ii. 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 GRIDCO and MNRE on line and/or through a report on regular basis every month for the entire duration of PPA.
- iii. The SPDs shall provide access to GRIDCO or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- iv. All data shall be made available as mentioned above for the entire duration of the PPA.
- v. 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 GRIDCO/MNRE
- vi. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- vii. 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 SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

10. Capacity of Solar PV Projects

- i. The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point.
- ii. Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Contracted Capacity of the PPA is allowed.
- iii. For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project the each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.

- iv. If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

APPENDIX-A-1: COMMISSIONING PROCEDURE

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

- i. 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.
- ii. SPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and GRIDCO 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.
- iii. 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.
- iv. SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning 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 GRIDCO:

The SPD will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date. The SPD shall also have to submit the hardcopies to GRIDCO if asked by GRIDCO 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 as available on CPM portal).
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A (if some documents already verified by MNRE appointed committee prior to Financial Closure, may not be required which shall be updated on CPM portal)
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 STU/Transmission Utility/DISCOM. Connectivity report as per the Appendix-A-3.
9. Synchronization Certificate as per prescribed format issued by respective 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, GRIDCO shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by GRIDCO, the same have to be submitted/uploaded by the SPD.
15. Only after all the required documents are verified by GRIDCO, the SPD shall have to submit/update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or GRIDCO.
16. After the proposed commissioning 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 GRIDCO designated server in xml/json formats. Additionally SPD shall also provide the login details/ SCADA login to GRIDCO for online real time data monitoring prior to COD.
19. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by GRIDCO. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and GRIDCO 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 commissioning 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 as per the commissioning procedure elaborated in Appendix A-1.

Solar Project developers 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 commissioning date which shall be verified by Commissioning Committee)

Sr.		
1.	Capacity of the Project (MW)	
2.	Capacity already commissioned (MW)	
3.	Capacity proposed to be commissioned (MW)	
4.	Technology Used (Mono/Multi Crystalline/ Thin Film/ Other; please specify along with capacity of each type)	
5.	Rating of the each module (Wp)	
6.	Angle from horizontal at which array is installed	
7.	Number of modules installed of each type	
8.	Source (s) of the cells installed of each type	
9.	Number of PCUs / Inverters installed	
10.	Source of the PCUs/ Inverters (name of supplier with address)	
11.	Rating of PCUs/ Inverters	
12.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
13.	PV arrays	
14.	PCUs/ Inverters	
15.	Transformers	

APPENDIX-A-3: SAMPLE CONNECTIVITY REPORT

(To be provided by concerned STU//Transmission Utility/Discom/SPIA)

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 under RfS No. GRIDCO/Odisha/200 MW/Solar/01 scheme installed at <Village>, <Tehsil>, <District> in the <State> on <date>.

Sr.	Name of Solar Project Developer and Location	Capacity Mentioned in PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
	<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> Sr.No. of Main<ABT> Meter> Sr.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: < > 132 kV GSS, < >, < >, (<Distt.>) 132 kV GSS, < >, < >, (<Distt.>)	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:> <Sr. No.> 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.

APPENDIX-A-4: SAMPLE SYNCHRONIZATION CERTIFICATE

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s....., Village -Tehsil/Taluka, Districtwas 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) atHrs.

The above certificate is issued on the basis of meter reading record.

Note:

- i. The above certificate shall be issued by concerned STU/ Transmission Utility/Discoms
- ii. Copy of duly signed meter reading is to be enclosed.

APPENDIX-A-5: SAMPLE PART COMMISSIONING / FULL COMMISSIONING CERTIFICATE

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

ANNEXURE-B: CHEKLIST FOR BANK GUARANTEES

Checklist

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

ANNEXURE C: LIST OF BANKS

Bank Guarantee from the following Banks will be acceptable.

Sr.	<u>List of Banks</u>	
(1)	All Nationalized Banks including the Public Sector Bank-IDBI Ltd.	
(2)	Private Sector Banks (AXIS Bank , ICICI Bank and HDFC Bank)	
(3)	Banks	
	1	Kotak Mahindra Bank
	2	YES Bank
	3	Indusland Bank
	4	RBL Bank (The Ratnakar Bank Ltd.)
	5	Karur Vysya Bank
	6	DCB Bank
	7	FEDERAL Bank

7 ANNEXURE D: SPECIAL INSTRUCTION TO BIDDERS FOR E-TENDERING

7.1 GENERAL

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender. 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, **GRIDCO** 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 ElectronicTender®. A portal built using ElectronicTender’s software is also referred to as ElectronicTender System® (ETS).

7.2 INSTRUCTIONS

7.2.1 Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an ‘e-ReverseAuction’

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on ElectronicTendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an 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 **GRIDCO** (Optional)
 - b) View response to queries posted by **GRIDCO**
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - a) Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - a) Respond to **GRIDCO** Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS

- a) Opening of relevant part (ie Financial-Part)
- b) (Only for Technical Responsive Bidders)

12. Participate in e-Reverse Auction on ETS

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.

7.3 DIGITAL CERTIFICATES

- 7.3.1 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 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

7.4 REGISTRATION

- 7.4.1 To use the ElectronicTender® 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.
- 7.4.2 After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

- 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	Customer Support: +91-11-26241790 (Multiple Lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com [Please mark CC:]
GRIDCO Contact	

<i>GRIDCO</i> Contact Person	The Director (Commercial) GRIDCO Limited
Telephone/ Mobile	0674-2541127 <i>[between 9:30 hrs to 18:00 hrs on working days]</i>
E-mail ID	<i>dir.com@optcl.co.in</i>

7.5 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/ Envelopes
 - Envelope I (Technical-Part)
 - Envelope II (Financial-Part)
- Submission of information pertaining / Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

7.6 OFFLINE SUBMISSIONS:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

The Director- Commercial
GRIDCO Limited
Janpath, Bhoinagar
Bhubaneswar – 751 022
Odisha, INDIA

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. Original copy of the Bid Security in the form of a Bank Guarantee.
2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.
3. DD/ Bankers cheque of Rs drawn in favour of, GRIDCO, New Delhi, payable at New Delhi against payment of tender fee/ Cost of Tender Documents

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

7.7 SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

As part of the ElectronicEncrypter® functionality, the contents of both the 'ElectronicForms®' 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 (eg 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 ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® 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 ElectronicForms®, 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 ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail. Alternatively, GRIDCO reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

<OR>

Additionally, 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 corresponding deadline of Bid Submission, and before the commencement of the Online TOE. 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 GRIDCO.

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.

7.8 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) well in advance of your first 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 (ie 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)
7. 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.

7.9 PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to GRIDCO office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

7.10 ADDITIONAL DO’S AND DON’TS FOR BIDDERS PARTICIPATING IN e-ReverseAuction

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the e-ReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your ‘Final bid’ after the end of e-Reverse Auction bidding event.

7.11 MINIMUM REQUIREMENTS AT BIDDER'S END

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

Microsoft Internet Explorer 7.0 or above

Digital Certificate(s)

Vendors Training Program

One day training (10:00 to 17:00) would be provided by TCIL. Training is optional.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Online Payment:

TCIL's e-procurement portal is currently integrated with Indusind (PayU) and ICICI Bank's Online Payment Gateway for receipt of online payments through net banking, Debit Card and Credit Card towards **Portal Registration Charges** and **Per-Tender Bidding Fee** as applicable.

Special Note: All applicable Taxes and duties are in addition to the above charges. Presently, Goods and Service Tax (GST) @ 18 % is applicable.

8 ANNEXURE E: TERMS & CONDITION FOR E-REVERSE AUCTION

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), GRIDCO shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in the RfS Document and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, such bids would be considered non-responsive and would be rejected by GUVNL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of GUVNL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a. Bidder may note that, although extension time is ‘5’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute posting of the Financial Bid during reverse auction.
 - b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of GRIDCO, bid process, bid technology, bid documentation and bid details.
 - c. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d. Technical and other non-commercial queries (not impacting price) can only be routed to the GRIDCO contact personnel indicated in the RfS document.

- e. Order finalization and post order activities such as issuance of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and GRIDCO.
- f. Letter of Award shall be placed outside TCIL e-portal & further processing of the LOA shall also be outside the system.
- g. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure D of the RfS document.
- h. Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
- i. GRIDCO will not be responsible or any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
- j. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: <https://www.tcil-india-electrontender.com>.

11. No queries shall be entertained while Reverse Auction is in progress.

8.1 SOME BIDDING RELATED INFORMATION FOR THIS TENDER (E-REVERSEAUCTION)

e-ReverseAuction would be conducted after the opening of the Prequalification/ Financial-Part.

The following would be parameters for e-ReverseAuction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2	Duration of Reverse-Auction Bidding Event	Duration in Hours (eg 4 Hours)
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	05 Minutes
3.2	Automatic extension Time-Duration	05 Minutes
3.2	Maximum number of Auto-Extension	Unlimited Extension
5	Entity – Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)

8.2 OTHER INSTRUCTIONS

1. For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>. 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.
2. Online Reverse Auction shall be conducted by GRIDCO on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
3. During the Reverse Auction, any requests for extension of time will not be considered by GRIDCO. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. GRIDCO shall not be responsible for such eventualities.
4. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.
5. GRIDCO reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
6. GRIDCO shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of GRIDCO shall be binding on the bidders.
7. Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

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.

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