

Request For Proposal (RFP) is invited from the Power Producing Companies/ Solar Developers for the allotment of 650 MW_{AC} (50MW_{AC} x13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years

VOLUME I

Request for Proposal (RFP)

RFP No.: KREDL/07/SG/650MW/Pavagada Park/809-A/2018-19

23April2018



ISSUED BY:

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BIDDING DOCUMENT

Contents

The Bidding Document comprise of the following Volumes, as mentioned below:

Volume I	Request For Proposal (RFP)
Volume II	Power Purchase Agreement (PPA)
Volume III	Implementation and Support Agreement (ISA)
Volume IV	Land Sub-Lease Agreement (LSA)

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DISCLAIMER

The information contained in the Bidding Document including but not limited to RFP or PPA or ISA or LSA or any other documents/ information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of Karnataka Renewable Energy Development Limited (KREDL) and its employees or advisors is provided to Bidders on the terms and conditions set out in the Bidding Document and such other terms and conditions subject to which such information is provided.

The Bidding Document is not an agreement and further it is neither an offer nor an invitation by KREDL to the Bidders or any other Person. The purpose of the Bidding Document is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bidding Document includes statements which reflect various assumptions and assessments arrived at by KREDL and its advisors for the Pavagada Solar Park. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bidding Document may not be appropriate for all Persons and it is not possible for KREDL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bidding Document. The assumptions, assessments, statements and information contained in the Bidding Document may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bidding Document.

The information provided in the Bidding Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. KREDL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bidding Document.

KREDL and its employees and advisors make no representation or warranty and shall have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bidding Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Document and any assessment, assumption, statement or information contained in the Bidding Document or deemed to form part of the Bidding Document or arising in any way.

KREDL and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the content of the Bidding Document.

It shall be deemed that by submitting a Bid, each Bidder agrees and releases KREDL and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bidding Document and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

KREDL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bidding Document. The issue of the Bidding Document does not imply that KREDL is bound to qualify any Bidder or to award the Project to any Bidder. KREDL reserves all the right to reject all or any of the Bids without assigning any reasons whatsoever.

The statements and explanations contained in this Bidding Document any other document are intended to provide an understanding to the Bidders about the subject matter of this Bidding Document and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder(s) that will be set out in the Project Agreements or KREDL's right to amend, alter, change, supplement or clarify the Projects' scope or the terms of this Bidding Document. Consequently, any omissions, conflicts or contradictions in the Bidding Document (including this RFP, PPA, ISA and LSA) shall to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by KREDL.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by KREDL or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders, and KREDL and its employees

and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

Though adequate care has been taken while preparing the Bidding Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. **If no intimation is received from any Bidder before the pre bid meeting as per NIT, then it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.**

BID INFORMATION SHEET

The Bid Information Sheet is provided below:

Particulars	Description
Document Description	Request For Proposal (RFP) is invited from the Power Producing Companies/ Solar Developers for the allotment of 650 MW _{AC} (50 MW _{AC} x 13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years
RFP No. and Date	KREDL/07/SG/650MW/Pavagada Park/809-A/2018-19 dated 23 April 2018
Brief Scope	The Power Producing Companies/ Solar Developers shall be responsible for development of Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years.
Downloading of Bidding Document	The Bidding Document can be downloaded online only through TCIL ETS website of Government of India (https://www.tcil-india-electronictender.com) on or after 23April 2018. Contact no: 080-22371090.
Last date of receipt of pre-bid queries from the Bidders	As per NIT published on 27 April 2018 or Corrigendum as published from time to time.
Pre-bid meeting	As per NIT published on 28 April 2018 and/ or Corrigendum as published from time to time.
Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFP	As per NIT published on 14 May 2018 and/ or Corrigendum as published from time to time.
Due date for hard copy submission of "Techno-Commercial Bid" as per RFP	As per NIT published on 15 May 2018 and / or Corrigendum as published from time to time.
Techno-Commercial Bid Opening (except Price Bid)	As per NIT published on 15 May 2018 and/ or Corrigendum as published from time to time.
Price Bid Opening	Date will be intimated later
E-Reverse Auction	Date will be intimated to eligible bidders only
Cost of RFP (Non-refundable applicable for the Bidder)	Amount: 10,000 INR (Indian Rupees Ten Thousand only) plus GST@18% To be submitted by the Bidder in the form of Demand Draft along with the response to RFP in favour of " Managing Director, Karnataka Renewable Energy Development Limited " payable at " Bengaluru ".
Cost of Application Fee (Non-refundable applicable for the Bidder)	Amount: 10,000 INR (Indian Rupees Ten Thousand only) plus GST@18% To be submitted by the Bidder in the form of Demand Draft along with the response to RFP in favour of " Managing Director, Karnataka Renewable Energy Development Limited " payable at " Bengaluru ".

Particulars	Description
Bid Security applicable for the Bidder	<p>Amount: 10,00,000 INR (Indian Rupees Ten Lakh only) per MW_{AC}</p> <p>Expiry period: One Hundred and fifty (150) days from the date original Due date for online submission of “Techno-Commercial Bid” and “Price Bid” as per NIT</p> <p>Claim period: Thirty (30) days from the end date of Expiry period</p> <p>To be submitted by the Bidder in the form of Bank Guarantee along with the response to RFP in favour of “Managing Director, Karnataka Renewable Energy Development Limited”.</p>
Performance Security to be submitted to ESCOMs by successful bidders	Amount: 10,00,000 INR (Indian Rupees Ten Lakh only) per MW _{AC} as per clause 4.4 of the draft PPA
Address for submission of Techno-Commercial Bid	<p>Karnataka Renewable Energy Development Limited (KREDL) Head Office Bangalore, Urja Bhawan, #39, "Shanthigruha" Bharath Scouts & Guides Building, Palace Road, Bangalore-560001, Karnataka, India. Email Id: kredlmd@gmail.com, agm.sgkredl@gmail.com Contact number: 080 22208109/22207851/22282221 Fax: 080-22257399. Website: www.kredlinfo.in</p>
Point of Contact	AGM (SG), KREDL +91 96637 81230

Important note:

1. Prospective Bidders are requested to remain updated for any or all notices, amendments, corrigendum, clarifications etc. to the Bidding Document published through the websites <https://www.tcil-india-electronictender.com>. No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidders and in no case KREDL shall be held responsible for any loss of information to the Bidders.
2. Intimation regarding notification on the above shall be updated on www.kredlinfo.in and the details shall be only available from <https://www.tcil-india-electronictender.com>.
3. Additionally, the interested Bidders are requested to visit the KSPDCL official website www.kspdcl.in for more information on the concerned Blocks in Pavagada Solar Park.

DEFINITION

In this RFP, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below:

Addendum or Addenda	Means addendum or addenda to the Bidding Document including RFP, PPA, ISA and LSA etc.;
Affiliate	“Affiliate” shall mean a Company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least fifty percent (50%) of the voting rights of the other Company;
Associate	Means, in relation to a Bidder, or a Member of a Consortium, a Person who Controls, or is Controlled by, or is under the common Control of such Bidder or Member of a the Bidder or the Consortium;
Bid Process	Means the single stage two envelope bidding process, followed by the E-Reverse Auction process, adopted by KREDL for the award of the Project(s) to the Successful Bidder, the terms of which are set out in this RFP;
Bid Security	Has the meaning ascribed to it in Clause 7 of this RFP;
Bidder	Means a Company or a Consortium of Companies, which submits a Bid to KREDL in accordance with the provisions of this RFP. Partnership Firm, Limited Liability Partnership and Limited Liability Company cannot participate to submit their Bids;
Bidding Document	Means this RFP, PPA, ISA, LSA or any Addendum/ Addenda/ Clarifications issued to the Bidders, as relevant, and any other documents provided by KREDL;
Bids	Means the Proposal submitted by Bidders for the award of the Project(s), comprising of online submissions and offline submissions in accordance with Clause 15 of the RFP, and a set of PPA Tariff for different Project(s) quoted at the closure of E-Reverse Auction process stage;
Block(s)	Has the meaning ascribed to it in Clause 1.2.2 of the RFP;
Calendar of Events	Means the calendar of events as provided in the NIT;
Calendar Year	Means a year commencing on the 1 January and ending on 31 December;
Capacity Utilization Factor	Means the annual capacity utilization factor Has the meaning ascribed to it in Clause 1.4 in this RFP;
Ceiling limit for Quoted Tariff/ PPA Tariff	The ceiling limit for Quoted Tariff/ PPA Tariff is fixed at 2.93 INR (Indian Rupees Two and Ninety Three Paise only) per kWh;
Clause	Means a clause in this RFP;
Commissioning	Has the meaning ascribed to it in Clause 1.3.1 in the RFP;
Company	Means a body corporate incorporated in: (a) India under the Companies Act, 1956 or the Companies Act, 2013, as applicable; or (b) any other country, in accordance with the equivalent applicable laws of such country for incorporation of companies;
Consortium	Means any combination of Companies that have formed a consortium by fulfilling the requirements set out in this RFP, including executing a JBA, for the purpose of submitting a Bid and developing the Projects, in case such consortium is declared as the Successful Bidder. The maximum number of Companies for forming a Consortium is limited to three (3) only, to be termed as Lead Member, Other Member No. 1 ¹ and Other Member No. 2 ² . All the Companies are jointly and severally responsible for the submission of Bid and thereafter;
Contract Year	Means the First Contract Year and thereafter each period of 12 (twelve) Months for the PPA Term, provided that the Last Contract Year shall end on the last day of the Term of the PPA;
Control	With respect to any Person means the ownership, directly or indirectly, of more than fifty one percent (51%) of the voting shares of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;

¹ Addendum-1 to the bidding documents, dated 30 April 2018

² Addendum-1 to the bidding documents, dated 30 April 2018

Delay Liquidated Damages	Has the meaning ascribed to it in Clause 1.3.3 in the RFP;
Eligible Bidder	Means a Bidder who is determined to be eligible to participate in the E-Reverse Auction process on the basis of its Proposal;
E-Reverse Auction	Means the e-reverse auction to be conducted to determine the Successful Bidders;
ESCOM	Means the Electricity Supply Company operating in Karnataka;
Financial Capacity	Has the meaning ascribed to it in Clause 17.1.2 in the RFP;
Financial Year	Means a year commencing on 1 April of any Calendar Year and ending on 31 March of the following Calendar Year;
First Contract Year	Means the period commencing from the date of Project COD until the end of the Month in which the Project completes twelve (12) Months, in accordance with the terms of the PPA;
GoK	Means the Government of Karnataka;
GoI	Means the Government of India;
Group Business Entity	For the purpose of this RFP, a Group Business Entity shall mean; (a) A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or (b) A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.
Delivery Point or delivery point	Shall have the meaning ascribed to in the PPA;
INR	Means Indian Rupees, the lawful currency of the Republic of India;
JBA	Means a binding joint bidding agreement to be entered into by the Members of a Consortium including Lead Member, Other Member No. 1 and Other Member No. 2 ³ , substantially in the form set out in APPENDIX-V in the RFP;
KERC	Means the Karnataka Electricity Regulatory Commission;
KREDL	Means Karnataka Renewable Energy Development Limited
KSPDCL	Means Karnataka Solar Power Development Corporation Limited
Last Contract Year	Means the period commencing from the 24 th year from the date of Project COD until the end of the Month in which the Project completes twelve (12) Months also marked as the end of PPA Term, in accordance with the terms of the PPA;
Lead Member	In the context of a Consortium, means the Member who commits to hold at least twenty six (26%) of the Paid-up Share Capital in the SPV and is authorized by the other Members of the Consortium, to act as the Lead Member with the rights and obligations set out in this RFP;
LOA	Means a letter of award that shall be issued by KREDL to the Successful Bidder in accordance with the terms of this RFP;
Member	Means a member of a Consortium;
Maximum CUF	Has the meaning ascribed to it in Clause 1.4 in the RFP;
Minimum CUF	Has the meaning ascribed to it in Clause 1.4 in the RFP;
Month	Means a calendar month as per the Gregorian calendar;
MW_{AC}	Means Mega Watt AC, where Watt is an SI unit of power, equivalent to one (1) joule per second, corresponding to the rate of consumption of energy in an electric circuit where the potential difference is one (1) volt and the current one (1) ampere;
Net Worth	Has the meaning ascribed to it in Clause 17.1.2 in the RFP;
NIT	Means notice inviting tender as published by KREDL on 11 April 2018;
Paid-up Share Capital	Includes <ul style="list-style-type: none"> • Fully, compulsorily and mandatorily convertible Preference shares • Fully, compulsorily and mandatorily convertible Debentures;
Paisa	Means one-hundredth of INR;
Parent	Means a Company, which holds not less fifty one percent (51%) equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
Part Commissioning	Has the meaning ascribed to it in Clause 1.3.2 in the RFP;
Pavagada Solar Park	Has the meaning ascribed to it in Clause 1.1.2 of the RFP;
Person	Means any corporation, company, association, joint stock company, trust,

³ Addendum-1 to the bidding documents, dated 30 April 2018

	organization, joint venture or other legally recognized entity of whatever nature;
PGCIL	Means Power Grid Corporation of India Limited;
PPA	Means the power purchase agreement(s) to be executed by the Successful Bidder with ESCOMs of Karnataka;
PPA Term	PPA Term Means the twenty five (25) years period starting from Effective Date (as defined in the Draft PPA) till the expiry of the PPA Term;
Price Bid	Has the meaning ascribed to it in Clause 15.1.2 in the RFP;
PPA Tariff	PPA Tariff is the final tariff discovered after the completion of E-Reverse Auction process
Project Agreements	Means, collectively, the agreements to be executed by a Solar Power Developer with KREDL, GoK, and ESCOMs, as required, including but not limited to PPA, ISA and LSA etc. in respect of the Project(s) for which it is selected after completion of E-Reverse Auction process and shall have the meaning ascribed to it in the RFP;
Project COD	Means the actual COD for the Project(s);
Solar Power Developer	Means Solar Power Developer and shall have the meaning ascribed to it in Clause 1.1.3 of the RFP, and for the purposes of executing the Project Agreements.
Project(s)	Has the meaning ascribed to it in Clause 1.2.1 of the RFP;
Proposal	Means collectively the Techno-Commercial Bid and the Price Bid, to be submitted by the Bidders in accordance with this RFP;
Qualified Bidders	Means the Bidder whose Techno-Commercial Bid and Price Bid are responsive;
Quoted Tariff	Means the tariff quoted by the Bidder in the Price Bid
RFP	Means this Request for Proposal;
SBI PLR	Means State Bank of India Prime Lending Rate;
Scheduled Bank	Means a bank listed under the second schedule of the Reserve Bank of India Act, 1934;
Scheduled COD	Has the meaning ascribed to it in Clause 1.3.1 in the RFP;
Scheduled Commissioning Period	Has the meaning ascribed to it in Clause 1.3.1 in the RFP;
SECI	Means Solar Energy Corporation of India Limited;
SPV	Means a special purpose vehicle to be incorporated by the Successful Bidder under the (Indian) Companies Act, 2013;
Successful Bidder	Means, in respect of each Project, the Eligible Bidder selected by KREDL for award of the Project Agreements for that Project, following the completion of the Bid Process;
Technical Capacity	Has the meaning ascribed to it in Clause 17.1.1 in the RFP;
Techno-Commercial Bid	Has the meaning ascribed to it in Clause 15.1.1 in the RFP;
Ultimate Parent	Means a Company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

SECTION I: INTRODUCTION

1. BACKGROUND

1.1. Introduction

- 1.1.1. With a view to provide a further boost to renewable energy development in the state of Karnataka, the Government of Karnataka (GoK) through Karnataka Renewable Energy Development Limited (KREDL) has decided to set up a 650 MW_{AC} solar power project within 2,000 MW_{AC} Pavagada Solar Park.
- 1.1.2. Karnataka Solar Power Development Corporation Limited (KSPDCL) has been formed by KREDL and Solar Energy Corporation of India Limited (SECI) to implement 2,000 MW_{AC} Pavagada Solar Park facilities in Karnataka ("Pavagada Solar Park"). KREDL's stated objectives shall be to develop and facilitate the development of large scale solar power projects in the state of Karnataka, including the development of solar plants in the Pavagada Solar Park.
- 1.1.3. KREDL intends to select suitable Power Producing Companies/ Solar Developers ("Solar Power Developer") for the allotment of 650 MW_{AC} (50 MW_{AC} x 13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years. The Bidders shall be selected through an open competitive bidding process in accordance with the procedure set out in this RFP.

1.2. Project capacity and applicable tariff

- 1.2.1. The 650 MW_{AC} solar power project shall be developed across thirteen (13) Blocks, to be connected at the pre-identified substations in the Pavagada Solar Park, as per the information provided in the NIT. The Bidder can quote for a minimum capacity of 50 MW_{AC} ("Project") and in multiples of 50 MW_{AC} for multiple projects ("Projects"), for a maximum capacity of 650 MW_{AC}, subject to the Bidder meeting the Technical Capacity and Financial Capacity as mentioned in the RFP. It is clarified that the maximum allowable capacity to be developed in a Block is limited to 50 MW_{AC} only. The Projects shall be developed by the Bidder in compliance to the applicable law, policy, regulation and prudent utility practices prevailing in the state of Karnataka and the Bidder shall be solely responsible for understanding the above. In no case, KREDL or ESCOM or GoK shall be responsible for any misinterpretation by the Bidder to understand the applicable law, policy, regulation and prudent utility practices prevailing in the state of Karnataka. The Bidder shall follow the scope, roles and responsibilities mentioned in the Bidding Documents including but not limited to RFP, PPA, ISA and LSA. The Bidder shall be responsible for payment of all the statutory charges and applicable charges as per the applicable law and prudent utility practices prevailing in the state of Karnataka.
- 1.2.2. The Projects shall be developed on a pre-identified land parcel inside the Pavagada Solar Park, and are identified as Block B5, B9, B14, B15, B17, B18, B19, B20, B21, B22, B39, B40, and B40A as mentioned in the NIT. Each of these blocks will be referred to as a "Block" and collectively the blocks will be referred to as "Blocks". The Project(s) shall be connected to the concerned Delivery Point / delivery point of the identified KSPDCL substations as mentioned in the NIT. The maximum solar power output from a Project at the Delivery Point / delivery point shall be limited to a maximum of 50 MW_{AC} at any time block of the day that can be scheduled by the Bidder. Metering shall be at 66kV or 33kV side of 220/66kV or 220/33kV substation (as the case may be) where the power from the solar power project is injected and at the 220 kV Side of 400/220kV substation of CTU i.e., POWERGRID. For commercial settlement, inter-connection point or delivery point shall mean the point at 220 kV side of 400/220 kV PGCIL Substation of CTU. All

costs and losses upto that point will be to the account of the Solar Power Developers as per the provisions mentioned in ISA.

- 1.2.3. The Bidder can participate either as a Single Bidder or a Consortium. The Bidder as a Single Bidder or Consortium including their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity shall be allowed to submit only one (1) Bid for all the Project(s) for which it is submitting the Bid. The minimum capacity that can be allocated to a Bidder is 50 MW_{AC} and the maximum capacity that can be allocated to Bidder is limited to 650 MW_{AC}, subject to the Successful Bidder meeting the Technical Capacity, Financial Capacity and other provisions as mentioned in the RFP.
 - 1.2.4. Post the completion of the E-Reverse Auction process, the ESCOMs of Karnataka shall execute the Project Agreements including but not limited to PPA, ISA and LSA etc. The Bidder shall comply with the Conditions Precedent mentioned in the Project Agreement. In case of any failure on the part of the Bidder to comply with the Conditions Precedent mentioned in the Project Agreements, such Project Agreements shall be terminated forthwith.
 - 1.2.5. Under the Project Agreements, the ESCOMs shall enter into PPA with Solar Power Developers for the PPA Term. The maximum tariff payable to the Project developer is fixed at **2.93 INR (Indian Rupees Two and Ninety Three Paise) per kWh** for 25 years. The Bidders are free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties etc. as available for such Projects. The same shall not have any bearing on comparison of Bids for selection of Successful Bidders. As equal opportunity is being provided to all the Bidders at the time of bidding itself, it is up to the bidders to avail various tax, duties and other benefits. No claim shall arise on KREDL or ESCOMs or GoK for any liability, in case the Bidders are not able to avail fiscal incentives, tax, duties and other benefits and this shall not have any bearing on the Quoted Tariff or PPA Tariff.
 - 1.2.6. Bidders shall submit their Price Bid by offering a Quoted Tariff applicable for all the Project(s), and subsequently the PPA Tariff shall be discovered post completion of E-Reverse Auction process which shall be applicable PPA Tariff for the PPA Term.
 - 1.2.7. The Solar Power Developer shall hold at least twenty six percent (26%) of the Paid-up Share Capital for the First Contract Year. It is pertinent to mention that the Paid-up Share Capital shall be at least for an amount of 1,00,00,000 INR (Indian Rupees One Crore only) per MW_{AC}. The remaining amount may be raised as loan from any source by the Solar Power Developer.
 - 1.2.8. If the Project is transferred or sold to a third party during the PPA Term, after initial lock-in period (expiry of First Contract Year), the concerned ESCOM shall retain full rights to operationalize the PPA with the third party, and the third party shall be under full obligation to honor all the obligations and terms and conditions of the PPA.
 - 1.2.9. Bidders shall be responsible for obtaining the available information from KSPDCL website pertaining to the detailed layout and associated information/ documents on the Pavagada Solar Park. In no case KREDL, shall be held responsible for any wrong information obtained by the Bidder. The Bidder shall be solely responsible for any matter related to its ground assessment at the concerned Block in the Pavagada Solar Park.
- 1.3. **Commissioning, Part Commissioning and Delay in Commissioning of the Projects**
 - 1.3.1. **Commissioning**

The Successful Bidders shall be required to sign PPAs with the ESCOMs of Karnataka which shall form the part of the Project Agreements, based on the allocation of Projects to various ESCOMs. GoK will allocate projects to ESOMS based on consumption and tariff received through bids

The Projects shall be Commissioned within a maximum period of **12 (twelve)**⁴ Months (“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA), which is termed as the “Scheduled COD”. For example, if the Effective Date (as defined in the Draft PPA) is 15 May 2018, then Scheduled COD shall be **14 May 2019**⁵, irrespective of holidays.

Delay in Project Commissioning, beyond the date of Scheduled COD shall involve imposition of Delay Liquidated Damages on the Solar Power Developer, as detailed out in PPA. The Solar Power Developer shall be permitted to achieve the Project COD, even prior to the Scheduled COD; in such cases, the ESCOM shall purchase the generated energy at PPA Tariff only.

1.3.2. Part Commissioning

A Solar Power Developer can be allowed to achieve Part Commissioning of a Project awarded to it by commissioning a threshold capacity of 30 MW_{AC} and can achieve further Part Commissioning in minimum steps of 10 MW_{AC} till full Commissioning of the Project is achieved, subject to the acceptance by the CEIG and the concerned ESCOM. However, the Scheduled COD shall not get altered due to Part Commissioning of the Project. Irrespective of dates of Part Commissioning, the PPA shall remain in force for the PPA Term only. The Solar Power Developer shall be permitted to achieve the Part Commissioning for the Project only prior to the Scheduled COD.

In cases of Part Commissioning, till Project COD, the purchase of such solar energy generation shall be settled by the concerned ESCOMs, as per the provisions mentioned in the PPA.

1.3.3. Delay in Commissioning

As per PPA,

Failure to achieve the Project COD on or before the Scheduled COD by the Bidder shall attract encashment and invocation of Performance Security followed by imposition of Delay Liquidated Damages, as mentioned below.

Delay up to one (1) Month	Twenty percent (20%) of the Performance Security
Delay of more than one (1) Month and up to two (2) Months	Forty percent (40%) of the Performance Security
Delay of more than two (2) Months and up to three (3) Months	Forty percent (40%) of the Performance Security

For avoidance of doubt, in the event of failure to pay the above mentioned damages by the Solar Power Developer, the Solar Power Developer entitles the ESCOM to encash the Performance Security.

In case the achievement of Project COD is delayed beyond three (3) Months from the date of Scheduled COD; the Developer shall pay to ESCOM the Delay Liquidated Damages (LD) for a sum calculated at the rate of 50,000 INR (Indian Rupees Fifty

⁴⁴ Addendum-3 to the bidding documents, dated 30 May 2018

⁵ Addendum-3 to the bidding documents, dated 30 May 2018

Thousand only) per MWAC per day of delay and the same shall be payable in advance on a week to week basis for the period of delay to the ESCOMs. The maximum time period allowed for achieving the Project COD with encashment of Performance Security and payment of Liquidated Damages shall be limited to **sixteen (16)**⁶ Months from Effective Date (as defined in the Draft PPA); in case of further delay in achieving the Project COD beyond **sixteen (16)**⁷ Months period from Effective Date (as defined in the Draft PPA) would amount to termination of PPA. As per the other Project Agreements, the relevant provisions pertaining to Performance Bank Guarantee shall apply.

1.4. Capacity Utilization Factor

- 1.4.1. The bidder shall note that there is no cap on Maximum CUF. The solar developer shall mention the Maximum CUF during the signing of PPA with ESCOM(s).

The minimum CUF shall be Maximum CUF mentioned by bidder at the time of PPA signing minus 12%.

The Solar Power Developer shall maintain the Minimum CUF as mentioned above for the Project capacity measured in AC, during the PPA Term.

Illustration:

If a bidder mentioned the Maximum CUF of 32%, then the Minimum CUF shall be 20% (i.e. $32-12=20$).

The Bidder is allowed to select the DC capacity of the Project subject to the prudent utility practices prevailing in the state of Karnataka, but shall inform the same to KREDL, ESCOM, CEIG and any other concerned authority.

- 1.4.2. In case the Project supplies energy less than the energy corresponding to the Minimum CUF in any Contract Year, the Solar Power Developer shall be liable to pay to the concerned ESCOM, the compensation as per the relevant provisions mentioned in the PPA.
- 1.4.3. In case the Project supplies excess solar energy than the Maximum CUF in any Contract Year, the settlement in energy shall be as per the relevant provisions mentioned in the PPA
- 1.4.4. The Solar Power Developer will be free to re-power their plants from time to time during the PPA Term. However, the ESCOMs shall be obliged to purchase energy only within the range of CUF, specified in the PPA. Any excess generation shall be dealt as specified above in Clause 1.4.3.

1.5. Land availability for the Block

- 1.5.1. The following are the maximum available extent of land (in acres) available in each Block:

Block Nos	Land (acres)
B5	339
B9	261
B14	258

⁶ Addendum-3 to the bidding documents, dated 30 May 2018

⁷ Addendum-3 to the bidding documents, dated 30 May 2018

Block Nos	Land (acres)
B15	257
B17	264
B18	257
B19	262
B20	261
B21	255
B22	265
B39	275
B40	269
B40A	272

This is an indicative list as published by KSPDCL in their official website. The Bidders are requested to visit the Blocks and complete their actual assessment on the ground and in no case KREDL shall be held responsible for any assessment of the ground conditions.

- 1.5.2. Land for developing the Projects shall be provided by KSPDCL based on the terms and conditions specified in the Land Sub-Lease Agreement, which shall form the part of the Bidding Document.

1.6. Power Transmission and Evacuation

- 1.6.1. The power will be finally evacuated at Pavagada Solar Park through a 400/ 220 kV PGCIL substation. This power transmission infrastructure, starting from the 440/ 220 kV PGCIL substation and connecting to the Central Transmission Utility system, will be deemed to be a part of the interstate transmission system.
- 1.6.2. KSPDCL has been constructing 220/66 kV KSPDCL substation and 220/33 kV KSPDCL substation within the Pavagada Solar Park for evacuation of power from the Projects developed by the Solar Power Developers. The Solar Power Developers shall connect the Project(s) first to the Pavagada Solar Park either at 33 kV or 66 kV, as applicable, through 33 kV or 66 kV double circuit underground cables at its own cost. The detailed terms and conditions specified in the Implementation and Support Agreement can be referred by the Bidder.
- 1.6.3. The details of Blocks for the proposed 650 MW_{AC} solar PV plants, the associated sub-station and the voltage levels at the Delivery Point / delivery point are provided in the NIT and reproduced below:

Block Nos	No of Blocks	KSPDCL Substation Nos	Voltage level at Delivery Point / delivery point
B5	1	220/33 kV S/S-1	33 kV
B9	1	220/33 kV S/S-2	33 kV
B14, B19	2	220/33 kV S/S-3	33 kV
B17, B18, B15, B20, B21	5	220/33 kV S/S-4	33 kV
B22	1	220/66 kV S/S-5	66 kV
B39, B40, B40A	3	220/66 kV S/S-8	66 kV

1.7. Project Agreements

The Solar Power Developer shall enter into the following agreements:

- Power Purchase Agreement (PPA) with the concerned ESCOM in Karnataka
- Implementation and Support Agreement (ISA) with KSPDCL
- Land Sub-Lease Agreement (LSA) with KSPDCL

The above Agreements shall form the part of Bidding Document and shall be executed as per Clause 22 of the RFP.

1.8. Pavagada Solar Park charges

The charges payable to KSPDCL by the Solar Power Developers are as follows

Charges Payable to KSPDCL by Solar Power Developers selected by KREDL (650MW)

S.No.	Description	Charges
1.	Upfront charges/One time Solar Power Park Development Expenses	Rs. 29.025 Lakhs/MW before signing of ISA
2.	Annual O&M Charges Escalated at 5% every year	Rs. 2.65 Lakhs/MW within 30 days from COD
3.	Annual Land Lease Rent per MW (with 5% escalation once in every 2 years)	Rs.1,63,075 (One Lakh Sixty Three Thousand and Seventy Five only) (5 Acres per MW will be allotted to SPD) Before signing of LSLA. The SPDs shall have to reimburse KSPDCL, the annual lease rent for the years 2015-16, 2016-17 and 2017-18) along with interest at SBI Prime Lending Rate (PLR) <u>at the time of signing LSA OR in three(3) equal instalments as follows:</u> a. <u>The first instalment shall be paid in the month of April 2019;</u> b. <u>The second instalment shall be paid in the month of April 2020; and</u> c. <u>The third instalment shall be paid in the month of April 2021⁸</u>
4.	Local area development fund	1% of the total investment made for setting up solar power project in the solar park. Assumption:Rs.5 Lakh/MW in 5 equal installments @ Rs.1 Lakh/MW/year after COD for 5 years, assuming the Project Cost as Rs. 5 Cr per MW in accordance with MNRE Guidelines
5.	Non-refundable facilitation fee	Rs. 1,00,000 per MW as per GoK Solar Policy 2014-21 Before signing of ISA
6.	Compensation towards yielding borewells, drip, trees etc.:	Rs. 1 lakh / MW before signing of ISA. On actual basis in proportion to allocated capacity upon intimation by KSPDCL shall have to be paid by SPDs, <u>subjected to a maximum ceiling limit of Rs. 1.25 Lakh (Indian Rupees One Lakhs Twenty Five Thousand Only) per MW⁹</u>

⁸Addendum-3 to the bidding documents, dated 30 May 2018

⁹Addendum-3 to the bidding documents, dated 30 May 2018

7	Performance Bank Guarantee (PBG)	SPD shall submit an irrevocable unconditional Performance Bank Guarantee (PBG) of INR 5 Lakhs (Indian Rupees Five Lakhs) per MW _{AC} with validity for a minimum period of 15 (fifteen) ¹⁰ months from the obtaining concurrence from KERC on the draft PPA

Note: The above charges are exclusive of GST and other taxes. GST and any other applicable taxes, duties, cess, and other Government levies payable by SPPD are to be reimbursed by SPD as per the prevailing norms from time to time.

Charges payable by SPDs to KSPDCL for each block of 50MW

Block nos allotted to KREDL (Each of 50MW block)	capacity of the Block in MW	One time upfront charges in Rs. Lakhs per block (@ Rs. 29.025 lakhs/MW) before signing of ISA	Local Area Development fund in Rs. Lakhs @ Rs. 5 lakhs/MW in 5 equal installments after COD	Non refundable facilitation fee in Rs. Lakhs @ Rs. 1 lakh/MW before signing of ISA	Compensation in Rs. Lakhs towards yielding borewells drip, trees etc before signing of ISA
1	50	1451.25	250	50	50
2	50	1451.25	250	50	50
3	50	1451.25	250	50	50
4	50	1451.25	250	50	50
5	50	1451.25	250	50	50
6	50	1451.25	250	50	50
7	50	1451.25	250	50	50
8	50	1451.25	250	50	50
9	50	1451.25	250	50	50
10	50	1451.25	250	50	50
11	50	1451.25	250	50	50
12	50	1451.25	250	50	50
13	50	1451.25	250	50	50
14	50	1451.25	250	50	50
15	50	1451.25	250	50	50
40A	50	1451.25	250	50	50
17	50	1451.25	250	50	50
18	50	1451.25	250	50	50
19	50	1451.25	250	50	50
20	50	1451.25	250	50	50
21	50	1451.25	250	50	50
22	50	1451.25	250	50	50
39	50	1451.25	250	50	50
40	50	1451.25	250	50	50

NOTE: 1. Above charges are exclusive of GST and other applicable taxes. GST and other applicable taxes from time to time shall be payable by SPDs in addition to above charges.

¹⁰Addendum-3 to the bidding documents, dated 30 May 2018

Block nos allotted to KREDL (Each of 50MW block)	capacity of the Block in MW	One time upfront charges in Rs. Lakhs per block (@ Rs. 29.025 lakhs/MW) before signing of ISA	Local Area Development fund in Rs. Lakhs @ Rs. 5 lakhs/MW in 5 equal installments after COD	Non refundable facilitation fee in Rs. Lakhs @ Rs. 1 lakh/MW before signing of ISA	Compensation in Rs. Lakhs towards yielding borewells drip, trees etc before signing of ISA
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2. Indicated compensation is provisional and is subject to variation till commissioning of entire capacity of 2000MW in Pavagada solar park.

ANNUAL LAND LEASE RENT AND O&M CHARGES PAYABLE BY SPDS FOR EACH BLOCK OF 50MW TO KSPDCL

Financial Year	Annual O&M charges in INR per 50MW block (@ Rs. 2.65 lakhs/MW) escalated @ 5% every year payable after COD within 30 days (exclusive of GST)
2015-16	0
2016-17	0
2017-18	0
2018-19	13250000 (on pro-rata basis)
2019-20	13912500
2020-21	14608125
2021-22	15338531
2022-23	16105458
2023-24	16910731
2024-25	17756267
2025-26	18644081
2026-27	19576285
2027-28	20555099
2028-29	21582854
2029-30	22661996
2030-31	23795096
2031-32	24984851
2032-33	26234094
2033-34	27545798
2034-35	28923088
2035-36	30369243
2036-37	31887705
2037-38	33482090
2038-39	35156195
2039-40	36914004
2040-41	38759705

Financial Year	Annual O&M charges in INR per 50MW block (@ Rs. 2.65 lakhs/MW) escalated @ 5% every year payable after COD within 30 days (exclusive of GST)
2041-42	40697690
2042-43	42732574

1.9. Power Off-take

Power/energy generated from the Project(s) shall be purchased by the concerned ESCOMs, in accordance with the provisions of Power Purchase Agreement(s) during the PPA Term.

1.10. Technical Specification

1.10.1. Only commercially established and operational technologies can be used to minimize the technology related risks and to achieve the Scheduled COD of the Projects. All components of the solar 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 IS/ IEC standards which are provided in APPENDIX-IX, as per MNRE guidelines. The Bidders can develop the Projects through tracker or without tracker; however, the same shall not have any bearing on comparison of Bids for selection of Successful Bidders.

1.10.2. In case the technology proposed is not as per the approved list of technologies by MNRE, a certificate from Electronics Test and Development Centre (ETDC) Bengaluru shall be allowed which shall certify the following:

- Technology,
- Energy production per hour per square feet,
- Period for which it is in operation, supported by the Commissioning certificate, and
- Proof of existing project, supported by the letter of award/ work order and power purchase agreement

1.11. Location of Solar Park

Project Site	Karnataka Solar Power Development Corporation Ltd (KSPDCL) District: Tumkur State: Karnataka, India
Nearest Highway	MDR to Taluk Headquarters; SH to Tumkur
Nearest Railway Station	Bellary Junction, Karnataka (140 km) Anantpur Junction, Andhra Pradesh (100 km)
Nearest Commercial Airport	Kempegowda International Airport (160 kms)

Further Bidders, in their own interest, are advised to visit and examine the Project Site as mentioned above where the Solar Power Projects are to be developed and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the site shall be borne by the bidder himself. KREDL will not assume any responsibility in this regard.

SECTION II BID PROCESS

PART A. GENERAL

2. DESCRIPTION OF BID PROCESS

- 2.1. In order to select the Successful Bidders, KREDL shall follow a Bid process on the Proposal submitted by the Bidders comprising of Techno-Commercial Bid and Price Bid, followed by the E-Reverse Auction process, as explained below:

2.1.1. Techno-Commercial Bid

Bidders shall submit a Proposal consisting of two (2) envelopes (a) the Techno-Commercial Bid as described in Clause 15.1.1; and (b) the Price Bid as described in Clause 15.1.2. The Techno-Commercial Bid shall be opened first and a determination of responsiveness check of the Techno-Commercial Bid shall be made in accordance with Clause 16. The Bidders who meet the Technical Capacity and Financial Capacity as per the RFP and also found responsive in terms of the Techno-Commercial Bids shall be termed as Techno-Commercially qualified Bidders.

2.1.2. Price Bid

KREDL shall open the Price Bids of the Techno-Commercially qualified Bidders only and determine their responsiveness in accordance with Clause 18 in order to identify the Eligible Bidders. The Eligible Bidders can participate in the E-Reverse Auction process as per the provisions mentioned in Clause 20.

In the Price Bid the Bidder shall quote the Quoted Tariff and further the PPA Tariff on completion of the E-Reverse Auction process. It is pertinent to mention that the PPA Tariff discovered during the E-Reverse Auction process shall be applicable during the PPA Term. The Quoted Tariff/ PPA Tariff cannot be more than the tariff of 2.93 INR (Indian Rupees Two and Ninety Three Paise) per kWh for the Projects.

2.1.3. E-Reverse Auction Process

The Eligible Bidders shall participate in the E-Reverse Auction process, in accordance with Clause 20, for determination of the Successful Bidders. The Successful Bidders shall be selected as per the provisions mentioned under Clause 20.

- 2.2. For conducting the e-bidding and E-Reverse Auction, KREDL shall use the Telecommunications Consultants of India Limited (TCIL) ETS portal of Government of India as per the "Terms and Conditions of Reverse Auction or Instructions to Bidders for e-Tendering". The portal can be accessed at <https://www.tcil-india-electronic-tender.com>. Bidders are required to register themselves online with the above portal (if they are not already registered), as 'Bidder/Supplier/Vendors', as per the guidelines mentioned in the portal and on payment of requisite charges. Subsequently, the Bidders can download the Bidding Document including RFP, PPA, ISA, LSA and other documents as published from time to time from the TCIL ETS portal of Gol. The Bidders, who have a valid registration on the TCIL ETS portal need not register again on the TCIL ETS portal. Additionally, prior to the submission of the Proposal, a Bidder shall make all the requisite payments in order to avoid any last minute hassle, for which the Bidder shall be solely responsible. The Bidders, at their own cost, shall take adequate trainings from the TCIL ETS portal of Gol to avoid any last minute hassle while submitting the Proposal. Further, the Bidder shall approach the TCIL ETS Helpdesk to understand the details regarding e procurement process, registration requirements, and other requisite information on submitting the online Proposal.

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com> for the E-Reverse Auction, vendors/bidders need to register with the TCIL portal by duly paying the applicable registration fee(s) as per the terms and conditions of TCIL.

Telecommunications Consultants of India Limited (TCIL) will provide all necessary training and assistance on direct payment basis to TCIL before commencement of Reverse Auction. Bidder shall arrange on its own cost and initiative, to demonstrate/ train the Bidder or Bidder's nominated person(s), from TCIL. TCIL will also explain the Bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with Reverse Auction.

For any help/guidance, bidder may contact below given contact details

TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11-26241790 (Multiple Lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i>
E-mail ID	<i>ets_support@tcil-india.com</i>

3. ELIGIBILITY OF BIDDERS

3.1. Nature of Bidding entity

Any Bidder, which is a Company constituted under the Companies Act, 1956 or 2013 in India or as per an equivalent law for the foreign Bidders can submit their Bids. A Bidder can participate either as a Single Bidder or as a Consortium. For the avoidance of doubt, it is clarified that partnership firm, limited liability partnership (LLP) and limited liability companies (LLC) shall not be eligible to submit a Bid.

- 3.1.1. In case the Successful Bidder is a Single Bidder then it may, at its own discretion, form a new SPV to execute the Project Agreements.

However, in case the Successful Bidder is a Consortium or a foreign Bidder, then such Successful Bidders shall mandatorily incorporate a new SPV to execute the Project Agreements.

It can be noted that a new SPV shall be formed in either cases for development of the allotted capacity.

- 3.1.2. In the event that the Successful Bidder, which is a Single Bidder, 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 fifty one percent (51%) of the total Paid-up Share Capital with voting rights of the Successful Bidder until the expiry of First Contract Year.

If the Successful Bidder is a Single Bidder and chooses to incorporate an SPV, then the Successful Bidder shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year.

- 3.1.3. If the Successful Bidder is a Consortium, then the all the members of the Consortium together shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV in aggregate and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year.

Any change in the shareholding after the expiry of First Contract Year can be undertaken in concurrence with the ESCOMs.

In the event the Bidder is in default to its lenders, then the lenders shall be entitled to undertake "Substitution of Promoters" in concurrence with the ESCOMs.

- 3.1.4. If the Successful Bidder is a Consortium, then the Consortium, in addition to incorporating an SPV, comply with the following conditions:
- i. The number of members in such Consortium shall not exceed three (3) at any point in time during the PPA Term.
 - ii. The Proposal submitted by the Lead Member of the Consortium shall contain the required information of all the members of the Consortium.
 - iii. The members of the Consortium shall nominate the 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 APPENDIX-IV. The Lead Member shall have the authority to represent all the members of the Consortium during the Bid process and until the expiry of the First contract Year and thereafter (as applicable). Also, the authorized signatory of all the members of the Consortium shall be supported by Power of Attorney in the form set out in APPENDIX-III.
 - iv. The Consortium shall submit a binding and enforceable JBA to KREDL with its Bid, substantially in the form set out at APPENDIX-V.

Except as specifically permitted in accordance with the Bidding Document, the members of the Consortium shall not amend, vary or terminate the JBA at any time during the validity period of the Bid and thereafter, until the expiry of First Contract Year, without the prior written consent of ESCOM.

- v. All the members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Solar Power Developer's obligations in relation to the Projects.
- 3.1.5. The Successful Bidder or the shareholders of the Successful Bidder, as the case may be, will be entitled to, with seeking prior consent from ESCOM or counterparties to the Project Agreements, dilute its shareholding in the Paid-up Share Capital of the SPV or the Successful Bidder, as the case may be, below the levels stated in Clause 3.1.2 above after the expiry of First Contract Year. Such dilution may be undertaken, if the transferee meets the Technical Capacity and Financial Capacity demonstrated by the Successful Bidder at the time of submission of the Techno-Commercial Bid.

3.2. General Conditions of Eligibility

- 3.2.1. A Bidder shall not have a conflict of interest that affects the Bid Process (Conflict of Interest). Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bid Process, if:
- i. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of such Bidder:

- a) Controls, is Controlled by or is under common Control with any other Bidder or their its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof; or
- b) has any direct or indirect ownership interest in any other Bidder or Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof, provided that this disqualification shall not apply if the control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013; or
- ii. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is also a constituent of another Bidder; or
- iii. Such Bidder receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity; or
- iv. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has a relationship with another Bidder, or such other Bidder's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or
- v. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has participated as a consultant to KREDL in the preparation of any documents, design or technical specifications of the Projects or the Pavagada Solar Park.

Explanation: If a Bidder is a Consortium, then the term "Bidder" shall include each member of such Consortium; and the term "Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity" shall include Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of each Member of the Consortium.

3.2.2. A Bidder shall be liable for disqualification if any legal, regulatory, financial or technical advisor of KREDL in relation to the Projects or the Pavagada Solar Park is engaged by the Bidder in relation to this RFP, the member of the Consortium or any of their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity in the past but the assignment expired or was terminated prior to the date of issue of this RFP.

3.2.3. If, on or before, prior to issuance of LOA:

- i. A Bidder is likely to breach or breaches its undertakings under Clause 3.1.2 or a Member of a Consortium is likely to breach or breaches any of its undertakings under Clause 3.1.3; or
- ii. If any Group Business Entity, whose credentials have been relied on by the Bidder or a Member of the Consortium to demonstrate Technical Capacity and Financial Capacity, ceases or will cease to be a Group Business Entity of the Bidder or such Member until expiry of First Contract Year,

Then the Bidder shall give KREDL notice of such occurrence forthwith along with all relevant particulars of such occurrence. If KREDL is of the view that such occurrence is likely to affect the Technical Capacity and Financial Capacity of the Bidder or the Consortium adversely, then KREDL may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Successful Bidder, withdraw the LOA without KREDL incurring any liability towards the Successful Bidder for such withdrawal or termination.

In case the events set out in Clause 3.2.3 (i) and Clause 3.2.3 (ii) above takes place after issuance of LOA, then the Bidder shall give all the counterparties to the Project Agreements notice of such occurrence forthwith along with all relevant particulars of such occurrence. If all the counterparties to the Project Agreements are of the view that such occurrence is likely to affect ability of the Solar Power Developer to undertake its obligations set out in the Project Agreements, then the counterparties under the Project Agreements shall terminate the Project Agreements, without incurring any liability towards the Solar Power Developer, in accordance with the terms of the Project Agreements.

The decision of KREDL or the counterparties under the Project Agreements for the above shall be final and binding on the Bidder.

- 3.2.4. If any Person or Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has been barred or blacklisted or suspended by any central, state or local government or government instrumentality in India or in any other jurisdiction to which such Person or the Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belongs or in which such Person or the Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Proposal Due Date, then such Person shall not be eligible to submit a Bid, either a Single Bidder or as a member of a Consortium. If any time during the Bid Process, KREDL finds that the Bidder or a Member of a Consortium is so barred or blacklisted or suspended, then KREDL may disqualify the Bidder from participation in the Bid Process.
- 3.2.5. A Bidder or any of Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity (and in the case of a Consortium, the Members and their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity) should not have, in the 3 (three) years immediately preceding the Proposal Due Date:
- i. Failed to perform any contract exceeding a contract value of 750,000,000 INR (Indian Rupees Seventy Fifty Crore only), as evidenced by imposition of a penalty or liquidated damages by an arbitral or judicial authority or a judicial pronouncement and/or arbitration award against the Bidder, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is no appeal pending against such judicial pronouncement and/or arbitration award; or
 - ii. Had any contract terminated by any government or government instrumentality for breach by such Bidder, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is no appeal pending against such termination before any judicial authority.

If KREDL finds that any of the above events have occurred or affected the Bidder or a Member of a Consortium or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, then KREDL may disqualify the Bidder from participation in the Bid Process.

3.2.6. KREDL reserves the right to seek information and evidence from the Bidders regarding their continued eligibility at any time during the Bid Process and each Bidder shall undertake to provide all of the information and evidence requested by KREDL till the expiry of First Contract Year.

4. INFORMATION FOR THE PROJECT AND SITE VISIT

4.1. Information for the Project

KREDL will upload the information, as per the availability, in the TCIL ETS portal of GoI and Bidders can access such information that pertains to or that is relevant to the development of the Projects which shall be added in the portal from time to time. The Bidders are invited to familiarize themselves with all such information made available in the portal and to examine the Pavagada Solar Park in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids. The information provided in the portal will be provided only as a preliminary reference point by way of assistance to the Bidders. Nothing provided in the portal shall be binding on KREDL or confer any right on the Bidders. KREDL shall have no liability whatsoever in relation to or arising out of any or all contents of the information provided in the portal.

4.2. Site Visit

The Bidders are also advised to visit the Pavagada Solar Park site and familiarize themselves with the on-ground conditions without waiting for the Project Agreements to be issued. Bidders are free to visit the site on their own, at their own cost, by informing KREDL. Bidders are encouraged to submit their respective Bids after visiting the Blocks and ascertaining for themselves including but not limited to the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, prudent utility practices and any other matter considered relevant by them. If a Bidder wishes to visit the Pavagada Solar Park site, then it will be required to, at least 3 (three) days prior to the visit, send an e-mail request to tkredlmd@gmail.com and agm.sgkredl@gmail.com specifying the date and time of such visit and the names of the persons who will be conducting the site visit. Unless any clarification or concern is raised by KREDL, Bidders will be deemed to having been granted permission by KREDL for accessing the Pavagada Solar Park site during the site visit. The cost of visiting the Pavagada Solar Park site and verifying other information shall be borne solely by the Bidder only. The deemed permission granted to a Bidder and any of its personnel or agents is subject to the express condition that the Bidder, its personnel, and agents will: (a) release and indemnify KREDL, KSPDCL, ESCOMS, GoK and its personnel, agents and advisors from and against all liability in respect thereof; and (b) be responsible for loss of or damage to property, and any other loss, damage, costs and expenses incurred, including death or personal injury, as a result of such inspection.

4.3. It will be assumed that Bidders will have accounted for all relevant factors, including but not limited to technical data, site conditions, climate, weather conditions, availability of power, water and other utilities for construction, access to the site, handling and storage of materials, applicable laws, prudent utility practices and regulations, while submitting their Bids. Bidders will be deemed to have full knowledge of the Pavagada Solar Park site, including their rights, duties and obligations under the Project Agreements.

5. CLARIFICATIONS ON BID DOCUMENTS AND PREBID MEETINGS

5.1. Clarifications and Queries

5.1.1. If a Bidder requires any clarification on or has any query in relation to the Bidding Document, it shall submit such query or request for clarification to KREDL through email

to kredlmd@gmail.com and agm.sgkredl@gmail.com as per the timelines mentioned in the NIT.

- 5.1.2. KREDL shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis at the earliest. However, KREDL reserves the right not to respond to any query or provide any clarification, at its sole discretion.
- 5.1.3. KREDL may, at its own, if deemed necessary, issue clarifications to all the Bidders.
- 5.1.4. KREDL shall respond to the Bidder's queries/clarificationsthrough TCIL ETS portal of Gol. It shall be the Bidders responsibility to regularly visit the TCIL ETS portal and keep itself updated regarding any Addendum, Corrigendum and Clarification etc. that may be issued by KREDL from time to time.
- 5.1.5. Verbal clarifications and information given by KREDL or any other Person for or on its behalf shall not in any way or manner be binding on KREDL.

5.2. Pre-Bid meeting

- 5.2.1. All Bidders are invited to attend the PreBid meeting on the date, timeandplace as mentioned in the NIT. The purpose of the PreBid meeting will be to clarify issues and answer questions on any matter relating to the Bidding Document, the Bid Process, the Pavagada Solar Park and the Projects.
- 5.2.2. All Bidders may nominate up to two (2) authorized representatives to participate in the PreBid meeting, by confirming their participation at least 2 (two) days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to kredlmd@gmail.com and agm.sgkredl@gmail.com.
- 5.2.3. Notwithstanding Clause 5.1.1 above, during the course of the PreBid meeting, all the Bidders will be free to seek clarifications and make suggestions to KREDL.
- 5.2.4. Non-attendance at the PreBid meeting shall not be a cause for disqualification of any Bidder from participating in the Bid Process.

6. AMENDMENT, CORRIGENDUM OF BID DOCUMENTS

6.1. Issuance of Amendment and Corrigendum

- 6.1.1. KREDL may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the PreBid Meeting, amend the Bidding Document by issuing an Addendum and Corrigendum at any point of time before the Bid Due Date.
- 6.1.2. All Addendum and Corrigendumshall be provided on the TCIL ETS portal of Gol.
- 6.1.3. The Bidders are required to read the Bidding Document along with any Addendum and Corrigendum that may be issued in accordance with this Clause 6.
- 6.1.4. Each Addendum and Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance on the Addendum and Corrigendum.
- 6.1.5. Verbal clarifications and information given by KREDL or any other Person for or on its behalf shall not in any way or manner be binding on KREDL.

PART B. BID SECURITY AND FACILITATION FEE

7. BID SECURITY

- 7.1. The Bidder shall furnish as part of its Techno-Commercial Bid, a Bid Security ("Bid Security"). The Bid Security shall be for an amount of 10,00,000 INR (Indian Rupee Ten Lakhs only) per MW_{AC}. Separate Bid Security shall be submitted for separate Project(s).
- 7.2. The Bid Security shall remain valid for a period of one hundred and fifty (150) days ("Expiry Period") from the date original Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFP with an additional Claim Period of thirty (30) days from the end date of Expiry period ("Claim Period") or for such extended period as may be mutually agreed between KREDL and the Bidder, and agreed to by the concerned bank of the Bidder.
- 7.3. The Bidder shall provide the Bid Security in the form of a bank guarantee only issued by a scheduled bank or a nationalized bank. The Bid Security shall be issued in favour of "Managing Director, Karnataka Renewable Energy Development Limited", confirmed for payable at Bangalore and in the format set out in APPENDIX-II. In the event that the Bid Security has been issued by a foreign branch of the scheduled bank or nationalized bank, the same should be endorsed by the Indian branch of the scheduled bank or the nationalized bank or the State Bank of India.
- 7.4. If any Techno-Commercial Bid is not accompanied by the Bid Security (Original Bank Guarantees), then such Techno-Commercial Bid shall be rejected by KREDL as shall be termed as non-responsive. Unless forfeited in accordance with Clause 7.5 mentioned below, the Bid Security of the unsuccessful Bidders shall be returned by KREDL within thirty (30) days from the date of issuance of the LOA to the Successful Bidders.

If the Bidder is declared as the Successful Bidder, then the Bid Security of such Successful Bidder shall be returned upon signing the PPA with ESCOMs and submission of the Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantee, in accordance with the timelines and provisions mentioned in the Project Agreements.

- 7.5. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that KREDL will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the validity period of the Bid as set out in Clause 13, including a failure to extend the validity of the Bid Security as mentioned in Clause 7.4 above.

The Bid Security shall be forfeited and appropriated by KREDL as mutually agreed genuine pre-estimated compensation and damages payable to KREDL for, inter alia, time, cost and effort of KREDL in preparing the Bidding Document and conducting the Bid process without prejudice to any other right or remedy that may be available to KREDL hereunder or otherwise, under the following conditions:

- 7.5.1. If a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 29 of this RFP;
- 7.5.2. If, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
- 7.5.3. If the information furnished by the bidder is found to be patently false or amounting to a material misrepresentation at any stage of bid process as in Clause 16 of the RFP.
- 7.5.4. If a Bidder is selected as the Successful Bidder and it fails within the specified time limit to:
 - i. Sign and return, as acknowledgement, the duplicate copy of the LOA;

- ii. Pay the Facilitation Fee to KSPDCL in accordance with Clause 1.8 prior to execution of the Project Agreements;
- iii. Fulfil any other Condition Precedent to the execution of the Project Agreements;
- iv. Execute all the Project Agreements; and
- v. Submit the requisite Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantees under the Project Agreements.

8. FACILITATION FEE TO KSPDCL

- 8.1. The Bidder shall make the payment towards Facilitation Fee for an amount calculated as 1,00,000 INR (Indian Rupees One Lakh only) per MW_{AC} for the total quoted capacity, as per Solar Policy 2014-21. Such amount shall be payable by the Successful Bidder only in accordance with Clause 1.8 prior to execution of the Project Agreements.

PART C. PREPARATION AND SUBMISSION OF BIDS

9. NUMBER OF BIDS

- 9.1. Bidder as a Single Bidder or as a Consortium including their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entities permitted to submit only one (1) Bid for all the Project(s). A Bidder who submits or participates in more than one (1) Bid shall cause all the Bids with the Bidder's participation to be disqualified.
- 9.2. Subject to a Bidder demonstrating the requisite Technical Capacity and Financial Capacity in accordance with Clause 17.1, there is no restriction on the maximum number of Projects that a Bidder can bid for in its Bid.

10. COST OF BIDDING

- 10.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bid Process. KREDL and its employees and advisors shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

11. LANGUAGE OF BID AND CORRESPONDENCE

- 11.1. The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and KREDL shall be in English language only.
- 11.2. Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated literature shall be duly authenticated and notarized for a domestic Bidder. In case of foreign Bidders having submitted documents in any language other than English, then all such documents shall be translated in the English language by an approved translator and shall be consularized in the foreign Bidder's country. Supporting materials that are not translated into English may not be considered by KREDL.

12. PROPOSAL DUE DATE

- 12.1. The online submission of the Proposal shall be made on or before the Bid Due Date as mentioned in the NIT as per the requirement mentioned in Clause 15.1.1 and Clause 15.1.2. The hard copy of the Bid which are required to be submitted offline, as specified in Clause 15.1.3, shall be submitted by the Bidder as per the timelines mentioned in the NIT. If any Proposal is received, either offline or online, after the specified time on the Bid Due Date, it shall be rejected and shall not be opened by KREDL. In such cases, all documents submitted by a Bidder in hard copy shall be returned unopened.
- 12.2. KREDL may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the Proposal, extend the Bid Due Date for all Bidders by issuing an Corrigendum, in which case all rights and obligations of KREDL and the Bidders will thereafter be subject to the Bid Due Date as extended.

13. VALIDITY OF BIDS

- 13.1. Each Proposal shall be valid for a period not less than one hundred and eighty (180) days from the original Bid Due Date.
- 13.2. In exceptional circumstances, prior to the expiration of the Bid validity period, KREDL may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. Bidders who agree to extend the Bid validity period shall also extend the validity of the

Bid Security for an equivalent period. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

14. CURRENCIES OF BID

- 14.1. All values with respect to a tariff in the Proposal, including the Bids submitted during the E-Reverse Auction process should be stated in INR with decimals up to second place only. All other amounts in the Proposal should be stated in Indian Rupees only.

15. KEY SUBMISSION OF BID

15.1. Online Bid for submission of Techno-Commercial Bid and Price Bid

Each Bidder shall mandatorily submit its Bid electronically on the TCIL ETS portal and shall comprise of the Techno-Commercial Bid and the Price Bid. All documents of the response to RFP submitted online must be digitally signed on www.tcil-india-electronictender.com.

15.1.1. Techno-Commercial Bid

The Techno-Commercial Bid shall contain the scanned copy of the documents set out below, in a sequential manner:

- i. Letter of Bid, in the form set out in APPENDIX I along with ANNEX (I to VII) and supporting documents to be submitted by the Single Bidder, or the Lead Member of the Consortium providing all required information of all the members of the Consortium;
 - a. Annex I (Details of the Bidder) to be furnished in Microsoft excel format only
 - b. Annex II (Certificate from the “**Statutory Auditor or Chartered Accountant¹¹**” or Chartered Accountant” in case the experience of the Group Business Entity is used, applicable for Single Bidder only)
 - c. Annex III (Statement of legal capacity of the Bidder)
 - d. Annex IV (Certificate of anti-collusion)
 - e. Annex V (Affidavit for anti-blacklisting)
 - f. Annex VI (Declaration of shareholding pattern of the Bidder)
 - g. Annex VII (No deviation certificate)
 - h. Annex VIII (Declaration by the Bidder for the proposed technology tie-up)
 - i. Annex IX (Technical Criteria)
- ii. Bid Security to be submitted by the Single Bidder or the Lead Member of the Consortium, in the form set out in Appendix II;
- iii. Power of Attorney and Board Resolution to be submitted by the Single Bidder or all the members of the Consortium in favour of their respective authorized signatories, in the form set out in Appendix III;

¹¹Addendum-3 to the bidding documents, dated 30 May 2018

- iv. Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member, in the form set out in AppendixIV (applicable in case of Consortium only);
- v. Joint Bidding Agreement (JBA) executed by all the members of the Consortium, in the form set out in AppendixV(applicable in case of Consortium only);
- vi. Certificate from “**“Statutory Auditor or Chartered Accountant¹²”** or Chartered Accountant” showing the compliance to Financial Capacity, in the form set out in Appendix VI, supported by the proof of documents signed on the photocopies by the “**“Statutory Auditor or Chartered Accountant¹³”** or Chartered Accountant” that he/ she has verified the documents. The proof of documents include the following:
 - a) Copy of unconsolidated audited annual accounts for which the Financial Capacity is being claimed along with all associated notes
- vii. Copy of charter documents of the Bidder as a Single Bidder, and in case of a Consortium applicable to all the members of the Consortium, including:
 - a) Certificate of incorporation under Companies Act, 1956 or 2013 for domestic Bidders and equivalent act/ law for foreign Bidders
 - b) Memorandum of Association highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development. In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as successful Bidder.
 - c) Article of Association
 - d) GST certificate
 - e) PAN card
 - f) Proof for submission for Income tax return for the latest applicable assessment year
- viii. Copy of RFP, draft PPA, ISA, LSA, Addendums, Clarification and Corrigendum duly signed by authorized signatory along with seal and shall be the part of Clause 15 (Key Submission of Bid).

¹²Addendum-3 to the bidding documents, dated 30 May 2018

¹³Addendum-3 to the bidding documents, dated 30 May 2018

15.1.2. Price Bid

The Bidder shall submit its Price Bid for the cumulative eligible capacity as per Technical Capacity and Financial Capacity, online only, in the excel sheet format set out and uploaded in the TCIL ETS portal of Gol. The Bidder shall quote the same Quoted Tariff for all the Projects in their Price Bid. The Quoted Tariff shall be expressed in INR per kWh up to a maximum of two (2) decimal places. In no case, the Quoted Tariff/ PPA Tariff quoted by the Bidder **can be**¹⁴ more than the tariff of 2.93 INR (Indian Rupees Two and Ninety Three Paise) per kWh for all the Projects. **Please note that, the price bid should not be uploaded in the technical bid submission. If the price bid is submitted as a part of technical bid submission, all the quoted bids will be rejected.**

15.1.3. Offline Bid for submission of hardcopies

- i. The sealed envelope described below shall clearly indicate the name, address and contact details of the Bidder and shall be submitted as per the below mentioned procedure. If the envelopes are not sealed, marked and submitted as instructed, KREDL assumes no responsibility for the misplacement or premature opening of the contents of the Techno-Commercial Bid and consequent losses, if any, suffered by the Bidder.
- ii. The Techno-Commercial Bid shall either be hand delivered or sent by registered post acknowledgement due or courier to the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet. Any such document submitted by fax, email or any means other than those mentioned here shall not be entertained/ considered for evaluation and shall be rejected.
- iii. Please note that if the documents mentioned below, comprising a part of the Techno-Commercial Bid, are submitted to any address other than the above mentioned address, then such documents will not be considered for evaluation.
- iv. Additionally, please note that in the event of any discrepancy between the documents submitted offline under this Clause and the documents submitted on the TCIL ETS portal, such Bids shall be rejected.
- v. Each Bidder shall, as a part of the Techno-Commercial Bid, also submit original versions of the following documents to KREDL:
 - a) Cost of RFP;
 - b) Cost of Application Fee;
 - c) Cost of Bid Security in the form of bank guarantee;
 - d) Power of Attorney as per Appendix III;
 - e) Power of Attorneys as per Appendix IV (for Consortium only);
 - f) JBA as per Appendix V (for Consortium only);
 - g) Certificate from “**Statutory Auditor or Chartered Accountant**”¹⁵ or Chartered Accountant” as per Appendix VI.

¹⁴ Addendum -1 to the Bidding Documents, dated 30 April 2018

¹⁵ Addendum-3 to the bidding documents, dated 30 May 2018

- h) Pass-Phrase for Techno-Commercial Bid
 - i) Pass-Phrase for Price Bid
- vi. The documents to be submitted under Clause 15.1.3. (v) above shall be placed in a duly sealed envelope, which shall be super-scribed as follows:
- a) Separate envelope mentioning “Cost of RFP”
 - b) Separate envelope mentioning “Application Fee”
 - c) Separate envelope mentioning “Bid Security”
 - d) Separate envelope mentioning “Techno-Commercial Bid” enclosing the following:
 - Power of Attorney as per Appendix III;
 - Power of Attorneys as per Appendix IV (for Consortium only);
 - JBA as per Appendix V (for Consortium only);
 - e) Separate envelope mentioning “Pass-Phrase for Techno-Commercial Bid”
 - f) Separate envelope mentioning “Pass-Phrase for Price Bid”
- vii. The above envelopes can be put under the main envelope mentioning “**Techno-Commercial Bid for the allotment of 650 MWAC (50 MW_{AC} x 13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on “Build-Own-Operate” basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years”** and mentioning the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet.
- viii. KREDL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder has not submitted any of the above document as mentioned above in Clause 15, then all the Bids submitted by the Bidder shall be rejected.
- 15.2. KREDL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder has not submitted any of the above document as mentioned above in Clause 15, then all the Bids submitted by the Bidder shall be rejected. KREDL shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through TCIL ETS portal or for rejection of Bids by TCIL ETS portal for whatsoever reasons. No correspondence shall be entertained by KREDL in this regard.

PART D. EVALUATION OF PROPOSAL

16. DETERMINATION OF RESPONSIVENESS OF TECHNO-COMMERCIAL BID

16.1. KREDL shall examine the Techno-Commercial Bid to determine whether the Techno-Commercial Bids are 'responsive' to the requirements of the RFP by checking:

- 16.1.1. Whether they have been submitted by the Bid Due Date;
- 16.1.2. Whether they are complete and all mandatory documents comprising the Techno-Commercial Proposal have been submitted online and offline in their prescribed format as per RFP;
- 16.1.3. Whether the documents have been properly signed by the authorized signatory along with seal;
- 16.1.4. Whether the original Cost of RFP, Application Fee and Bid Security have been submitted.
- 16.1.5. Whether the original Power of Attorney as per Appendix III, Power of Attorneys as per Appendix IV (for Consortium only), JBA as per Appendix V (for Consortium only) have been submitted

In the event that any Bidder is found to be disqualified in accordance with the terms of the Bidding Document or if any Techno-Commercial Bid is found to be non-responsive or not meeting the Technical Capacity and Financial Capacity, the Techno-Commercial Bid shall be rejected by KREDL and shall not be considered for further evaluation.

16.2. If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the RFP, KREDL may, in its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Technical Capacity and Financial Capacity. Alternatively, KREDL may request the Bidder, from time to time while evaluating the Techno-Commercial Bids, to submit necessary information or documentation, within a reasonable period of time, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be taken into account by KREDL while evaluating the Techno-Commercial Bid, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Techno-Commercial Bid. If the Bidder does not provide clarifications sought under this Clause 16.1 within a specified period of time, its Techno-Commercial Bid may be rejected as non-responsive. If the Techno-Commercial Bid is not rejected, KREDL may proceed to evaluate the Techno-Commercial Bid by construing the particulars requiring the clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of KREDL.

16.3. Where any information is found to be patently false or amounting to a material misrepresentation at any stage of bid process, KREDL reserves the right to reject the Bid and forfeit the Bid Security in accordance with Clause 7 of the RFP.

17. EVALUATION OF QUALIFICATION PROPOSALS

17.1. The Bidders' competence and capacity is proposed to be established by following Technical Capacity and Financial Capacity:

17.1.1. Technical Capacity

- I. It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of Bids in the prescribed ANNEX-VIII of the RFP. However, the successful Bidder shall confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the

technology partner, proposed at the time of submission of response to RFP can be changed at the time of Financial Closure. However, the Bidder shall provide sufficient proof and credentials that each technology proposed by the Bidder has been in successful operation in at least one (1) project anywhere in the world and operational for at least 1 (one) year at the time of Financial Closure for the total capacity quoted by the Bidder.

- II. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 4.2 (b) of the draft PPA. The undertaking shall be submitted as per enclosed ANNEX-IX of the RFP.
- III. Detailed technical parameters for Solar PV Projects to be met by SPDs are at APPENDIX-IX of the RFP. The Bidders shall strictly comply with the technical parameters detailed in the APPENDIX-IX of the RFP.
- IV. The Projects shall also comply with the criteria for power generation detailed in Clause 1.4 of the RFP, Clause 5.6 of the draft PPA and all other relevant clauses of the Bidding Document.

17.1.2. Financial Capacity

The Net Worth of the Bidder as on the last day of the preceding financial year FY 2016-17 (ending 31 March 2017) or **FY 2017-18(ending 31 March 2018)** or calendar year CY 2016or **CY 2017**(ending 31 Dec 2016 or **31 Dec 2017**/'30 June 2016**or 30 June 2017**', applicable, for foreign Bidders only) should not be less than a minimum of **Two (2) CRORES INR¹⁶** or equivalent US\$ per MW_{AC} in proportion to the cumulative capacity proposed by the Bidder.

For avoidance of doubt, it is pertinent to mention that in case the Bidder is having audited annual accounts for both FY 2016-17 and FY 2017-18, the latest audited annual accounts i.e., FY 2017-18 shall be considered for evaluation. In case it is found by KREDL that the Bidder has not provided the correct information at any point of time, then the Bids submitted by the Bidders shall be rejected. Further, it can be noted that the provisional annual accounts shall not be considered for evaluation and the Bidders submitting the provisional annual accounts shall be rejected.¹⁷

For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

For the purpose of ascertaining qualification towards meeting Financial Capacity, criteria of the Bidder participating as a Single Bidder can meet the Financial Capacity on its own or may claim the experience of its Group Business Entity.

For the purpose of ascertaining qualification towards meeting Financial Capacity criteria of the Bidder participating as a Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Financial Capacity on their own.

¹⁶ Addendum-2 to the bidding documents, dated 05 May 2018

¹⁷ Addendum-1 to the bidding documents, dated 30 April 2018

The Bidder shall submit a certificate issued by a “**Statutory Auditor or Chartered Accountant¹⁸**” as per Appendix VI to support the claim towards meeting Financial Capacity.

Illustration: If the proposed cumulative capacity is 100 MW_{AC} i.e. project 1 for 50 MW_{AC}, project 2 for 50 MW_{AC}; the Net Worth shall be not less than 200 crore INR (Indian Rupees Two Hundred Crores only) as on the last day of the preceding financial year FY 2016-17 / calendar year CY 2016 (applicable for foreign Bidders only).

For the purposes of conversion of currencies, the USD or any foreign currency/INR as on last day of financial year (31 March 2017) or calendar year (31 December 2016 or 30 June 2016 as applicable), published by Reserve Bank of India (RBI) for the above said dates shall be used.

18. DETERMINATION OF RESPONSIVENESS OF PRICE BIDS

- 18.1. Prior to evaluation of the Price Bids of the Techno-Commercially qualified Bidders, KREDL shall examine the Price Bids to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bidding Document, including the requirement to quote the Quoted Tariff for all the respective Blocks in their Price Bids.
- 18.2. If any Price Bid is found to be non-responsive to the requirement of the Bidding Document, such Price Bid will be rejected by KREDL and not be considered for further evaluation.
- 18.3. The Bidders who are qualified as per Techno-Commercial Bid and Price Bid shall be termed as the Eligible Bidders and will be allowed to participate in the E-Reverse Auction process to arrive at the PPA Tariff for the respective Blocks.

¹⁸Addendum-3 to the bidding documents, dated 30 May 2018

PART E. REVERSE AUCTION PROCESS

19. E-REVERSE AUCTION PROCESS

KREDL shall resort to E-Reverse Auction process for selection of the Successful Bidders. The philosophy followed for E-Reverse Auction shall be English Reverse (No ties).

- 19.1. Telecommunications Consultants of India Limited (TCIL) shall provide all necessary training and assistance on direct payment basis by the Bidder to the TCIL ETS portal before commencement of E-Reverse Auction. Bidder shall arrange on its own cost and initiative, to demonstrate/ train the Bidder or Bidder's nominated person(s), from TCIL ETS Portal. TCIL ETS department will also explain the Bidders, all the rules related to the E-Reverse Auction/ Business Rules document to be adopted along with E-Reverse Auction. The rules have been described in the RFP in General. For specific training, the Bidders shall, at their own expenses, take training from TCIL ETS cell.
- 19.2. Business rules for E-Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RFP, for compliance.
- 19.3. Bidders shall accept 'Terms & Condition' and the 'Business rules of E-Reverse Auction' before start of E-Reverse Auction. Without this, the Bidder shall not be eligible to submit further Bid in the E-Reverse Auction.
- 19.4. Bidder shall prepare their pricing model as per the terms and conditions of the RFP and keep the PPA Tariff ready for keying in their Price Bid after the E-Reverse Auction.
- 19.5. E-Reverse Auction will be conducted on scheduled date & time, which shall be intimated to all the Bidders in advance.
- 19.6. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be enclosed separately in the RFP.
- 19.7. 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, action as per extant KREDL guidelines, shall be initiated by KREDL and the Bid submitted by such Bidders shall be rejected.
- 19.8. The Bidder shall not divulge either his Bids or any other exclusive details of KREDL to any other Party.
- 19.9. Period of validity of PPA Tariff received through Reverse Auction shall be same as that of the period of validity of Bids offered and henceforth during the PPA Term.
- 19.10. Bidders may note that, although extension time is eight (8) 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 hosting of the Price Bid.
- 19.11. Participating Bidder shall agree to non-disclosure of trade information regarding the purchase, identity of KREDL, bid process, bid technology, bid documentation and bid details.
- 19.12. It is brought to the attention of the Bidders that the Bid event will lead to the determination of final PPA Tariff only.

- 19.13. Letter of Award shall be placed outside the TCIL ETS portal
- 19.14. In case of any problem faced by the Bidder during E-Reverse Auction and for all bidding process related queries, Bidders are advised to contact the TCIL ETSportal/cell.
- 19.15. Shortlisted Bidders are advised to visit the auction page and enter the E-Reverse Auction page successfully well in advance to identify / rectify the problems to avoid last minute hitches.
- 19.16. KREDL shall not be responsible for 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.
- 19.17. Bidders shall 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.
- 19.18. For access to the Auction site, the following URL is to be used:<https://www.tcil-india-electronictender>
- 19.19. Login ID and Password: Use your personal Login ID and Password to participate in the online event
- 19.20. No queries shall be entertained while E-Reverse Auction is in progress.
- 19.21. In case user ID is locked, you are requested to call TCIL ETS helpdesk

20. BUSINESS RULES OF REVERSE AUCTION

- 20.1. **Shortlisting of Bidders:** After completion of evaluation of Techno-Commercial Bids and Price Bids, the Eligible Bidders shall be arranged in the increasing order of their Quoted Tariff for the quoted Capacity for all the Project(s). In case both the Bidders have quoted the same Quoted Tariff, the Bidder quoting the higher total capacity in MW_{AC} shall get preference over the Bidder quoting the lower total capacity in MW_{AC}. In case both the Bidders have quoted for the same total capacity in MW_{AC}, the Bidder submitting the Bid first will get preference over the Bidder submitting their Bid later than the other Bidder. In case both the Bidders have submitted at the same time, the Bidder having highest Net Worth shall get the preference. In case both the Bidders have same Net Worth, KREDL shall draw lots to break the tie, which shall be conducted, with prior notice, in the presence of the Bidders, who choose to attend the same. Highest Rank (Rank-1) will be provided to the Bidder who has quoted the lowest Quoted Tariff and so on. From the above ranking, the Eligible Bidders shall be selected for further participation in the E-Reverse Auction process for capacity up to first 1300 MW_{AC}.
- 20.2. **Schedule for Reverse Auction:** After evaluation of Techno-Commercial Bids and Price Bids, date and time of start of E-Reverse Auction shall be intimated to all the Eligible Bidders who have submitted their Bids at least two (2) hours before the start of E-Reverse Auction process. The maximum allowable time duration for E-Reverse Auction shall be for a period of **Twenty Four (24)**¹⁹ hours from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process.
- 20.3. **Auction extension time:** The Initial Auction Time will be provided for 40 (forty) minutes. If a valid Bid is placed within 8 (eight) minutes of End Time of the Initial Auction Time, then Reverse Auction duration shall get automatically extended for another 8 (eight) minutes from

¹⁹ Addendum-1 to the bidding documents, dated 30 April 2018

the existing end time. It may be noted that the auto-extension will take place only if a valid Bid comes in those last 8 (eight) minutes for the first 650 MW_{AC}. If a Bid does not get accepted for the first 650 MW_{AC}, the auto-extension shall not take place even if that Bid might have come in the last 8 (eight) minutes. The E-Reverse Auction process shall be stopped if no Bid is received in the last 8 (eight) minutes, at any point of time, for the first 650 MW_{AC} with a maximum allowable time duration of twenty four (24) hours from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process. However, Bidders are advised not to wait till the last moment to enter their Bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.

- 20.4. **Bidprice:** The Bidders need to reduce their Quoted Tariff in terms of pre-defined decrement numbers which shall be notified to the Bidders prior to two (2) hours of beginning of E-Reverse Auction process. It is pertinent to mention that the minimum decrement value for reducing the Quoted Tariff shall be 0.01 INR per kWh during E-Reverse Auction process. During the E-Reverse Auction process, the Bidders cannot change the quoted capacity in their Bid. Declared total quoted capacity quoted by the Bidder in its Bid shall remain firm during the entire bidding event including E-Reverse Auction. Final evaluation shall be made based on the lowest determined Quoted Tariff, which will be termed as PPA Tariff.

Bidders, by offering a Quoted Tariff lower than the “Next Valid Bid, can become “L1” Bidder and this continues as an iterative process. After completion of the online Reverse Auction, the final PPA Tariff for all the Bidders shall be ranked till the complete 650 MW_{AC} capacity will be allocated to the Bidders. In case the last Bidder obtains a partial capacity, then the Bidder shall accept such partial capacity at the PPA Tariff quoted by the Bidder during the E-Reverse Auction process. In case the Bidder does not accept the offer, the Bid Security shall be forfeited.

If no bid is received in the auction system/ website within the specified Initial Auction Time of the E-Reverse Auction, then KREDL will scrap the online E-Reverse Auction process and proceed with the Bid Price received through TCIL ETS portal for further processing.

- 20.5. **Post Reverse Auction Procedure:** After Reverse Auction, the Bidders would be ranked in ascending order of price as L-1, L-2, L-3, L-4, L-5 and so on with L-1 being the lowest evaluated Bidder. Thirteen (13) Blocks of 50 MW_{AC} each, would be awarded to the Bidders quoting the lowest PPA Tariff till the total capacity of 650 MW_{AC} is reached.

After conclusion of the E-Reverse Auction event, the Successful Bidder(s) shall e-mail from its registered to KREDL's e-mail ids kredlmd@gmail.com, agm.sgkredl@gmail.com, the PPA Tariff discovered at the closure of the E-Reverse Auction process along with the preference of Block numbers in Pavagada Solar Park duly signed by the authorized person, in the prescribed Price Schedule format as per APPENDIX-VIII, within two (2) hours of E-Reverse Auction end time without fail. Failure to the above submission or any wrong submission, the Bidder shall be rejected and the Bid Security submitted by the Bidder shall be forfeited.

The lowest evaluated Successful Bidder shall be allocated with the Blocks of their preference as provided in APPENDIX-VIII, and the Blocks shall be allocated accordingly to the Successful Bidders and shall form the part of the LOA. In case both the Bidders have quoted the same PPA Tariff, the Bidder quoting the higher capacity in MW_{AC} shall get preference over the Bidder quoting the lower capacity in MW_{AC}. In case both the Bidders have quoted for the same capacity in MW_{AC}, the Bidder submitting the Bid first move during E-Reverse Auction shall get preference over the Bidder submitting their Bid later than the other Bidder. In case both the Bidders have submitted at the same time, the Bidder having highest Net Worth shall get the preference. In case both the Bidders have same Net Worth, KREDL shall draw lots to break the tie, which shall be conducted, with prior notice, in the presence of the Bidders, who choose to attend the same.

In case any successful Bidder disagrees to accept the results, the Bidder shall be disqualified from award with forfeiture of the Bid Security and the ranking of the Bidders shall be done afresh. After conclusion of the E-Reverse Auction event, the final PPA Tariff quoted by the Bidders shall be considered as binding and final, for which the LOA shall be issued by KREDL to the Successful Bidders. Any Block(s) which remain undecided up to the last ranked Bidder following the aforementioned procedure shall not be awarded to any Bidder and shall be retendered.

KREDL's decision on award of contract shall be final and binding on all the Bidders. KREDL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason. KREDL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of KREDL shall be binding on the Bidders.

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-REVERSE AUCTION ON TCIL PORTAL

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, KREDL 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).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

E-Reverse Auction

The sealed bid system in TCIL ETS portal of Gol would be followed by an 'e-Reverse Auction' on TCIL portal.

Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on ElectronicTendering System® (ETS)
- Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- RFP on ETS
- For this RFP -- Assign Tender Search Code (TSC) to an MA
- Online Bid submission (Techno-Commercial Bid and Price Bid) on TCIL ETS portal of Government of India as per RFP
- Attend opening of Techno-Commercial Bid on TCIL ETS portal of Gol
 - Opening of Price Bid on TCIL ETS portal of Gol, only for Techno-Commercially responsive Bidders
- Participate in e-Reverse Auction on ETS, only for the Bidders qualified based on their submission of Techno-Commercial Bid and Price Bid

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

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

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

After successful submission of Registration details and 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	<i>Customer Support: +91-11-26241790 (Multiple Lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i>
E-mail ID	<i>ets_support@tcil-india.com [Please mark CC: agm.sqkredl@gmail.com]</i>

<i>BuyerOrganization Name</i>	
Contact	
<i>Karnataka Renewable Energy Development Limited (KREDL)</i>	<i>AGM (SG), KREDL</i>
Contact Person	
Telephone/ Mobile	<i>+91 96637 81230 [between 9:30 hrs. to 18:00 hrs. on working days]</i>
E-mail ID	<i>agm.sqkredl@gmail.com</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be as per Part A, Part B, Part C and Part D of the RFP and further addendum, clarification and corrigendum issued from time to time.

The Eligible Bidders selected for e-Reverse Auction shall make a payment to the Telecommunications Consultants India Ltd towards 'ETS Bidding Fee towards participating in e-Reverse Auction' for use of ETS. The payment shall be made prior to two (2) hours of beginning of E-Reverse Auction process.

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

Some Bidding related Information for this Tender (e-ReverseAuction)

E-Reverse Auction would be conducted after the opening of the Techno-Commercial Bid and Price Bid for the Eligible Bidders.

The following would be parameters for e-Reverse Auction in addition to the guidelines mentioned under Part-E (Reverse Auction Process) of the RFP:

Sl. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	After evaluation of Techno-Commercial Bids and Price Bids, date and time of start of E-Reverse Auction shall be intimated to all the Eligible Bidders who have submitted their Bids at least two (2) hours before the start of E-Reverse Auction process.
2	Duration of Reverse-Auction Bidding Event	The maximum allowable time duration for E-Reverse Auction shall be for a period of twenty four (24) hours from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process.
3	Automatic extension of the 'e-Reverse Auction Closing Time', if last bid received is within the last eight (8) minutes of the 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	Forty (40) Minutes
3.2	Automatic extension Time-Duration	Eight (8) Minutes
3.2	Maximum number of Auto-Extension	One hundred and seventy five (175) Automatic Extension
4	Entity – Start-Price	Tariff quoted by the bidders in Price Bid
5	Minimum Bid-Decrement	0.01 INR per kWh

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.

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

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to KREDL in a sealed envelope as a part of hard copy submission of Techno-Commercial Bid i.e. before the start date and time of the Tender Opening Event (TOE).

Other Instructions

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) 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.

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-Reverse Auction, the e-Reverse Auction (i.e., 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. For an e-Reverse Auction (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage in TCIL portal), Bidder to pay the Processing Fee towards e-Reverse Auction well in advance of the start of e-ReverseAuction bidding.
5. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

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.

Scheduled Date	To be discussed with TCIL directly by the Bidders
Venue	To be discussed with TCIL directly by the Bidders
Vendors Training Charges (Per Participant)	INR 5,000/- (Plus GST @ 18.00 %)

Online Payment:

TCIL's ETS 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.

PART F. LOA, PROJECT AGREEMENTS AND FINANCIAL CLOSURE

21. LOA

21.1. After determination of the Successful Bidder in accordance with Clause 20, KREDL shall issue the LOA to the Successful Bidder(s) in duplicate. The Successful Bidder(s) shall, within seven (7) days of issuance of LOA, sign and return, as acknowledgement, the duplicate copy of the LOA. If the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, KREDL may, unless it consents to an extension, without prejudice to any of its rights under the Bidding Document, withdraw the LOA and forfeit the Bid Security of the Successful Bidder as mutually agreed genuine pre-estimated loss and damage suffered by KREDL on account of failure of the Successful Bidder to acknowledge the LOA.

22. SIGNING OF PROJECT AGREEMENTS

22.1. The Successful Bidder or the SPV formed by the Successful Bidder, as the case maybe, will execute the Project Agreements upon satisfying the following conditions within thirty (30) days from the date of issue of LOA:

22.1.1. Signing of all the Project Agreements including PPA, ISA and LSA etc.;

22.1.2. Submit the Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantee, in accordance with the provisions of the relevant Project Agreements including PPA, ISA and LSA etc.; and

22.1.3. Pay the Facilitation Fee to KSPDCL in accordance with Clause 8 of the RFP.

If the Successful Bidder fails to fulfil the above conditions set out in this Clause 21 and Clause 22, then KREDL may, unless it consents to an extension, without prejudice to any of its rights under the Bidding Document or law, withdraw the LOA and forfeit the Bid Security of the Successful Bidder as mutually agreed genuine pre-estimated loss and damage suffered by KREDL on account of failure of the Successful Bidder to acknowledge the LOA.

The Successful Bidder shall not be entitled to seek any deviation in the Project Agreements.

The Successful Bidder will bear all costs associated with signing of all the Project Agreements, including payment of any stamp duty, registration charges, etc. KREDL, KPSPDCL or ESCOM shall not be responsible or liable for any costs in relation to signing of the Project Agreements.

PART G. MISCELLANEOUS

23. BIDDING DOCUMENTS

- 23.1. The Bidding Document include but not limited to the RFP, PPA, ISA, LSA, Addendum and Corrigendum etc.
- 23.2. The Bidding Document must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bidding Document, the Bidder must inform KREDL at the earliest. KREDL will then direct the Bidders regarding the interpretation of the Bidding Document.
- 23.3. The Bidders, after registering themselves on the TCIL ETS portal in accordance with the procedure set out in TCIL ETS website, must download the Bidding Document from the TCIL ETS portal. KREDL shall not be responsible for the completeness of the Bidding Document, if they are not downloaded in complete respect by the Bidder from time to time.

24. ACKNOWLEDGEMENT BY BIDDER

- 24.1. It shall be deemed that by submitting a Bid, the Bidder has:
 - 24.1.1. made a complete and careful examination of the Bidding Document (including all instructions, forms, terms and specifications) and any other information provided by KREDL in the Bidding Document or pursuant to this RFP and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in any respect will be at the Bidder's risk and may result in rejection of the Bid;
 - 24.1.2. received all relevant information requested from KREDL;
 - 24.1.3. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of KREDL;
 - 24.1.4. satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Project(s) and performance of its obligations under the Project Agreements;
 - 24.1.5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any matter in relation to the Project(s) shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from KREDL, or a ground for termination of the Project Agreements; and
 - 24.1.6. agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Project Agreements.

25. RIGHTS OF KREDL

- 25.1. KREDL, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 25.1.1. suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
 - 25.1.2. consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Technical

Capacity and Financial Capacity requirement at any stage of the Bid Process till expiry of First Contract Year;

- 25.1.3. retain any information, documents and/or evidence submitted to KREDL by and/or on behalf of any Bidder;
 - 25.1.4. independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
 - 25.1.5. reject a Bid, if:
 - i. at any time, a material misrepresentation or incorrect or false information is made or uncovered;
 - ii. the Bidder in question does not provide, within the time specified by KREDL, the supplemental information sought by KREDL for evaluation of the Bid; or
 - iii. the Bid does not meet the validity requirement as set out in Clause 13.1 of the RFP;
 - 25.1.6. accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders. If KREDL annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the qualified Bidders.
- 25.2. If KREDL exercises its right under the Bidding Document to reject a Bid and consequently an Eligible Bidder which, during the Reverse Auction Process, quoted the lowest tariff for a particular Unit gets disqualified or rejected, then KREDL reserves the right to:
- 25.2.1. elect the Eligible Bidder which, during the Reverse Auction Process, quoted the next lowest tariff for that Unit; or
 - 25.2.2. take any such measure as may be deemed fit in the sole discretion of KREDL, including inviting fresh Bids from the Qualified Bidders or annulling the Bid Process.
- 25.3. If it is discovered during the Bid Process, at any time before signing the Project Agreements or after their execution and while they are in force that the Technical Capacity and Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:
- 25.3.1. the Bidder shall be disqualified forthwith, if not declared as the Successful Bidder by the issuance of the LOA; or
 - 25.3.2. the LOA shall be liable to be cancelled or the Project Agreements shall be liable to be terminated forthwith, if the Bidder has been declared as the Successful Bidder. KREDL shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.
- 25.4. KREDL shall have the right to forfeit and appropriate the Bid Security, and if after the execution of the Project Agreements the relevant counterparty(ies) to the Project Agreements shall have the right to forfeit and appropriate the Performance Security or Performance Bank Guarantee or equivalent, as a mutually agreed genuine pre-estimate of the loss suffered by KREDL or the relevant counterparty(ies) to the Project Agreements, as the case may be, for, amongst others, KREDL's or the relevant counterparty(ies) time, cost and efforts. Such forfeiture will be without prejudice to any other right or remedy that KREDL may have under the Bidding Document and the relevant counterparty(ies) to the Project Agreements may have under the respective the Project Agreements or applicable law.

26. CORRESPONDENCE WITH BIDDERS

Save as expressly provided in these Bidding Document, KREDL shall not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

27. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

27.1. Proprietary Data

All documents and other information provided by KREDL or submitted by a Bidder to KREDL will remain or become the property of KREDL, as the case may be. Bidders are required to treat all information provided by KREDL in the RFP and other Bidding Document as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

27.2. Confidentiality Obligations of KREDL

KREDL shall treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. KREDL may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:

- 27.2.1. such publication is contemplated under these Bidding Document; or
- 27.2.2. such publication or disclosure is made to any Person who is officially concerned with the Bid process or is a retained professional advisor advising KREDL or the Bidder on matters arising out of or concerning the Bid Process; or
- 27.2.3. such publication is made for promoting the Pavagada Solar Park, including the names of Bidders that participated in the Bid Process and the tariff quoted by them; or
- 27.2.4. it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- 27.2.5. such publication is to enforce or assert any right or privilege of the statutory authority and/or KREDL or as may be required by law (including under the Right to Information Act, 2005); or
- 27.2.6. in connection with any legal process.

28. FRAUD AND CORRUPT PRACTICES

- 28.1. Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, KREDL may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- 28.2. Without prejudice to the rights of KREDL under Clause 29.1 above, if a Bidder is found by KREDL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the GoK or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GoK, from the date such Bidder is found by KREDL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

28.3. For the purposes of this Clause 28, the following terms will have the meanings given to them below:

- a) **corrupt practice** means:
- i. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GoK or KREDL or ESCOM or Advisors who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Units or arising from it, before or after its execution, at any time prior to the expiry of one (1) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GoK or KREDL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
 - ii. appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Project Agreements, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or any of the Project Agreements, who at any time has been or is a legal, financial or technical advisor of the GoK or KREDL on any matter concerning the Projects.
- b) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- d) **undesirable practice** means: (i) establishing contact with any Person connected or employed or engaged by KREDL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a conflict of interest, as defined in the RFP; and
- e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

29. GOVERNING LAW AND JURISDICTION

29.1. Governing Law

The Bid Process, the Bidding Document and the Bids shall be governed by, and construed in accordance with, the laws of India.

29.2. Exclusive Jurisdiction

The competent courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RFP.

APPENDIX I: LETTER OF BID AND ANNEX(I TOVII)
(On the letterhead of the Bidder/Lead Member of the Consortium)

To,

Managing Director (MD)
Karnataka Renewable Energy Development Limited
#39, "Shanthigruha" Bharath Scouts & Guides Building,
Palace Road, Bangalore-560001.

Sub: Techno-Commercial Bid for the allotment of 650 MW_{AC} (50 MW_{AC} x 13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years

Dear Sir,

With reference to your RFP no. [●] dated [●], we, having read and examined in detail the Bidding Document and understood their contents, hereby submit our Techno-Commercial Bid. We are submitting our Bid for a total capacity of [] MW_{AC} across [] no. of Blocks in Pavagada Solar Park. The Techno-Commercial Bid is unconditional and unqualified and valid for one hundred and eighty (180) days from the Bid Due Date.

1. We give our unconditional acceptance to the Bidding Document issued by KREDL. In token of our acceptance to the Bidding Document, the same have been initialed by us and enclosed with our Techno-Commercial Bid. We confirm and undertake that we shall sign and execute the Project Agreements as per the provisions of the RFP, without seeking any deviations or amendments, and the provisions of the Project Agreements shall be binding on us.
2. We acknowledge that KREDL shall be relying on the information provided in the Bid and the documents accompanying the Techno-Commercial Bid for selection of the Bidders for awarding the Project(s), and we certify that all information provided in the Techno-Commercial Bid and in the Annexes is true and correct; nothing has been omitted which renders such information misleading and all documents accompanying the Techno-Commercial Bid are true copies of their respective originals. In the event that any of the information provided in the Techno-Commercial Bid is found to be incorrect after our selection as the Successful Bidder, we agree that the same would be treated as an event of default under the Project Agreements, and the respective counterparty(ies) under the Project Agreements shall have the right to terminate the respective Project Agreements.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by KREDL in respect of any matter regarding or arising out of this RFP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
4. The statements in this letter are made for the express purpose of qualifying for participation in the E-Reverse Auction process and selection as the Successful Bidder for the development, operation and maintenance of the Project(s) and we are enclosing herewith our response to the RFP with formats duly digitally signed as desired by you in accordance with the RFP, for your consideration.
5. We confirm that we have studied the provisions of the relevant Indian laws (foreign laws, in case of foreign Bidders) and regulations as required to enable us to submit our Bid and execute the Project Agreements for the development, operation and maintenance of the Project(s) in the event of our selection as the Successful Bidder.
6. We hereby understand and confirm that KREDL reserves the right, at any time, to verify the documents furnished by us, including availability of the Net Worth to the extent claimed in the Techno-Commercial Bid with the original documents and bank statements and the shareholding of the Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation up to the expiry of

the Project Agreements. Further, we shall make available to KREDL any additional information it may find necessary or require to supplement or authenticate the Bid.

7. We confirm that we shall submit, before signing the Project Agreements, the unaudited balance sheet of the previous month end along with complete bank statement starting from the date of submission of the Techno-Commercial Bid along with a copy of the documents submitted with Registrar of Companies which became due during this period. We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, KREDL shall be free to take appropriate action including forfeiture of Bid Security and blacklisting us for an appropriate period as decided by KREDL.

We confirm that there is “no [strike-out if not applicable]” ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement, as on seven (7) days prior to the online submission of the Techno-Commercial Bid.

[Note: In case the Bidder or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is having ongoing litigation or litigation pending, then the Bidders shall declare the same in APPENDIX-I]

8. We acknowledge the right of KREDL to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. We represent, warrant and undertake that:
 - a. We have examined and have no reservations to the Bidding Document and do not seek any deviations to the Bidding Document issued by KREDL;
 - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 28 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with KREDL or any other public sector enterprise or any government, Central or State;
 - c. We have taken steps to ensure that in conformity with the provisions of Clause 28 of the RFP, no Person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - d. The Bidding Document and all other information provided by KREDL are and shall remain the property of KREDL and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the RFP. We undertake that we shall treat all information received from or on behalf of KREDL as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid;
 - e. We, [including all the othermembers of the Consortium] or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been barred by any government or government instrumentality in India or in any other jurisdiction in which we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belong or in which we conduct our business, from participating in any project or being awarded any contract as of the date of submission of our Techno-Commercial Bid;
 - f. We, [including all the othermembers of the Consortium] have not, in the last three (3) years immediately preceding the Bid Due Date, failed to perform any contract exceeding a contract value of INR 750 Million, as evidenced by the imposition of a penalty by an arbitral or judicial authority

and/or arbitration award or a judicial pronouncement against us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity.

We, [including all the other members of the Consortium] have not, in the last three (3) years immediately preceding the Bid Due Date, failed to perform any contract exceeding a contract value of INR 750 Million, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details)];

- g. We, [including all the other members of the Consortium] have not, in the three (3) years immediately preceding the Bid Due Date, had any contract terminated by any government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be;

We, [including all the other members of the Consortium] have, in the three (3) years immediately preceding the Bid Due Date, had the following contracts terminated by a government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details)];

- h. We certify that we, [including all the other members of the Consortium], or our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process and, if selected as the Successful Bidder, which could cast a doubt on our ability to develop, operate and maintain the Project(s), in accordance with the Project Agreement; and
- i. We, [including all the other members of the Consortium], further certify that no investigation by a regulatory authority is pending either against us/[any Member of the Consortium] or against our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity or against our CEO or any of our directors, managers and employees.

10. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project(s), without incurring any liability to the Bidders.
11. We declare that we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity are not submitting another Bid. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall intimate KREDL of the same immediately.
12. We are submitting with this Techno-Commercial Bid and all the documents that are required to be submitted in accordance with the RFP.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by KREDL in connection with evaluation of Techno-Commercial Bids, declaration of the Successful Bidder(s), or in connection with the Bid Process itself, in respect of the Project(s) and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.
14. In the event of us being declared as the Successful Bidder, we agree to enter into Project Agreements. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.

15. We understand that except to the extent as expressly set forth in the Project Agreements, we shall have no claim, right or title arising out of any documents or information provided to us by KREDL or in respect of any matter arising out of or concerning or relating to the Bid Process.
16. If determined qualified to participate in the E-Reverse Auction process, we undertake that the PPA Tariff that will be quoted by us shall be after taking into consideration all the terms and conditions stated in the Bid Documents, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
17. We offer a Bid Security of 10,00,000 INR (Indian Rupees Ten Lakhs only) per MW_{AC}, amounting to INR [●] ([in words]) to KREDL in accordance with the RFP.
18. We agree and understand that the Bid is subject to the provisions of the Bidding Document. In no case, shall we have any claim or right against KREDL if the Project(s) are not awarded to us or our Bid is not opened or considered, as the case may be.
19. We further confirm that the technology proposed to be used by us for the Project(s) is commercially established and operational technology.
20. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

In witness thereof, I/we submit this Techno-Commercial Bid under and in accordance with the terms of the Bidding Document.

Yours faithfully,

Dated this [insert date] day of [insert month] 2018

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note:

All information for members to be provided in case of a Consortium

Format for Furnishing Litigation Details

We confirm that there is ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Litigation description and reference to the case no.	Value of litigation	Date on which ligation started	Present status

Note:

1. In case the above information is applicable, then the Bidder shall annex it to the APPENDIX-I during submission of Techno-Commercial Bid submission.
2. KREDL reserves the right to request for providing any additional information to understand the materiality and severity of the ongoing litigation or litigation pending. Based on the materiality and severity of the ongoing litigation or litigation pending, KREDL reserves the right to wither accept or reject the Bid submitted by the Bidder.
3. In case a Bidder has not declared the above information (in case it is applicable) and at a later date KREDL gets to know about such ongoing litigation or litigation pending existing as on seven (7) days prior to the online submission of Techno-Commercial Bid, in such a case all the Bids submitted, LOA (if issued), Project Agreements (If executed) by the Bidder shall be rejected and the Bid Security (as applicable or Performance Bank Guarantee (as applicable) shall be forfeited. Considering the severity or materiality of the ongoing litigation or litigation pending, the Bidder may get blacklisted for participating in future tenders.

ANNEX-I
Details of Bidder
(In MS Excel format)

Information and details to be furnished from the bidder is set out in Microsoft Excel format and the same may be downloaded from the TCIL ETSwebsite. The details to be provided include the following:

1. Checklist
2. Detail of Bidder as a Single Bidder including Group Business Entity whose Technical Capacity and Financial Capacity is claimed by the Bidder (as applicable) and Consortium
3. Technical Capacity and Financial Capacity

Note:

To be submitted by all members in case of a Consortium

ANNEX-II

Certificate from the “Statutory Auditor or Chartered Accountant²⁰” in case the experience of the Group Business Entity is used, applicable for Single Bidder only

(On the letterhead of the “Statutory Auditor or Chartered Accountant²¹”)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s [Name of Bidder] and [Name of Group Business Entity] and certify that M/s [Name of Group Business Entity] is a Group Business Entity as defined in the RFP Document issued by KREDL for Solar Projects in the State of Karnataka.

The details of the shareholding are as follows:

Name of the shareholder	No of shares	Amount of shares	%

This certificate is being issued to be produced before KREDL, Government of Karnataka for the RFP No. [●] dated [DD MMM YYYY].

Dated this [*insert date*] day of [*insert month*] 2018

Signature and Seal of the “Statutory Auditor or Chartered Accountant²²” clearly indicating his/her membership number

²⁰Addendum-3 to the bidding documents, dated 30 May 2018

²¹Addendum-3 to the bidding documents, dated 30 May 2018

²²Addendum-3 to the bidding documents, dated 30 May 2018

ANNEX-III
Statement of Legal Capacity of the Bidder
(On the letterhead of the Bidder/Lead Member of the Consortium)

To,
Managing Director
Karnataka Renewable Energy Development Limited(KREDL)
Karnataka Renewable Energy Development Limited
#39, "Shanthigruha" Bharath Scouts & Guides Building,
Palace Road, Bangalore-560001.

Dear Sir,

I/We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that [insert the name of the other members]shall act as the Lead Member of our consortium.*

We have agreed that [insert individual's name]shall act as our representative/ shall act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Dated this [*insert date*] day of [*insert month*] 2018

Name and seal of the Bidder
(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

*Please strike out whichever is not applicable.

Note:

To be submitted by all members in case of a Consortium

ANNEX-IV
Certificate of Anti-Collusion

(On the letterhead of the Bidder/Lead Member of the Consortium)

We hereby certify and confirm that in the preparation and submission of our Bid with reference to this RFP No. [●] dated [DD MMM YYYY] for development of Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on “Build-Own-Operate” basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this [*insert date*] day of [*insert month*] 2018

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note:

To be submitted by all members in case of a Consortium

ANNEX-V
Affidavit for Anti-Blacklisting

(On a Stamp Paper of appropriate value and notarised)

We, M/s. (Single Business Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Karnataka Renewable Energy Development Limited (KREDL) / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on seven (7) days prior to the _____ original Bid Due Date.

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this [insert date] day of [insert month] 2018

Name and seal of the Bidder
(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note:
To be submitted by all members in case of a Consortium

ANNEX-VI
Declaration of Shareholding Pattern of the Bidder

(On the letterhead of the Bidder/Lead Member of the Consortium)

I/We hereby declare information of all the entities holding fifteen (15%) or more shareholding in the Bidder, directly/indirectly. The information includes any compulsorily convertible Preference Shares and/or Debentures, a declaration of the likely shareholding after conversion of such instruments. The information provided herein clearly indicates the foreign shareholding and domestic shareholding in the Bidder (Differentiate between Foreign Shareholding and Domestic Shareholding):

(Information on shareholding)

Sl. No	Name of the Shareholder	Domestic Share holder	ForeignShare holder	Percentage of Share holding
1.				
2.				
...				

Dated this *[insert date]* day of *[insert month]* 2018

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note:

To be submitted by all members in case of a Consortium

If no entity is holding morethan fifteen (15%), then the format shall be uploaded stating "Not Applicable"

ANNEX-VII
Format for “NO DEVIATION CERTIFICATE”

(On the letterhead of the Bidder/Lead Member of the Consortium)

I/ We, M/s. (Single Bidder/ Lead Member of the Consortium), (the names and addresses of the registered office) hereby certify and confirm that we have read the clauses and provisions of the Bidding Documents including RFP, PPA, ISA, LSA, all amendments, all addendums and all clarifications issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions:

Declaration of deviation considered by the Bidding entity, if any:

Name of the conditions	Reference clause no. (in case of any deviations)	Deviation considered
Cost of RFP (Non-refundable) (Demand Draft for 10,000 INR plus GST)		
Cost of Application Fee (Non-refundable) (Demand Draft for 10,000 INR plus GST)		
Bid Security (Bank Guarantee for 10 Lakh INR per MW _{AC} for the quoted capacity)		
APPENDIX-I (Letter of Bid)		
ANNEX-I (Details of the Bidder)		
ANNEX-II (Certificate from the “ Statutory Auditor or Chartered Accountant ” ²³ in case the experience of the Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is used, applicable for Single Bidder only)		
ANNEX-III (Statement of legal capacity of the Bidder)		
ANNEX-IV (Certificate of anti-collusion)		
ANNEX-V (Affidavit for anti-blacklisting)		
ANNEX-VI (Declaration of shareholding pattern of the Bidder)		
ANNEX-VIII (Declaration by the bidder for the proposed technology tie-up)		
ANNEX-IX (Technology Criteria)		
APPENDIX-II (Bid Security to be submitted by the Single Bidder or the Lead Member of the Consortium)		
APPENDIX-III (Power of Attorney and Board Resolution to be submitted by the Single Bidder or all the members of the Consortium in favour of their Authorized Signatories)		

Name of the conditions	Reference clause no. (in case of any deviations)	Deviation considered
APPENDIX-IV (Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member)		
APPENDIX-IV (Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member)		
APPENDIX-V (Joint Bidding Agreement (JBA) executed by all the members of the Consortium)		
APPENDIX-VI (Certificate from “ Statutory Auditor or Chartered Accountant ²⁴ ” showing the compliance to Technical Capacity) if applicable		
APPENDIX-VII (Certificate from “ Statutory Auditor or Chartered Accountant ²⁵ ” showing the compliance to Financial Capacity)		
RFP		
Draft PPA		
Implementation Support Agreement (ISA)		
Land Lease Agreement (LLA)		
Addendum/ Corrigendum		
Any other deviations		

Instruction for the above table:

For any deviation, the Bidder shall mention such deviation only in this certificate. In case Bidder has mentioned the deviation at any other place/ document, such deviations shall not be considered and if found later Bidder shall be rejected.

Please mention “No deviation considered” against each line item in case the Bidder is not proposing deviation whatsoever to any of the clauses and provisions as mentioned above”). **The Bidding Entity shall be considered as Non-Responsive in case this ANNEX – VII is not submitted by the Bidding Entity.**

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. We also confirm that we have taken no deviation on the above and shall be rejected in case KREDL found any such deviations considered by the Bidder at any stage till the expiry of the PPA Term.

Dated this [insert date] day of [insert month] 2018

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

²⁴Addendum-3 to the bidding documents, dated 30 May 2018

²⁵Addendum-3 to the bidding documents, dated 30 May 2018

Note:

To be submitted by all members in case of a Consortium

ANNEX-VIII
Format for Declaration by the Bidder for the proposed technology tie-up

Sl. No.	Particulars		
1	Name of Bidding Company / Lead Member of Bidding Consortium		
2	Name of the Technology partner (if any)		
3	Project Location		
4	Capacity proposed	_____ MW	
5	Technology proposed to be adopted for the Project		
6	Estimated Capacity Utilization Factor		%
7	Estimated Annual Generation of Electrical Energy		kWh
8	Brief about the proposed Technology		
	Crystalline Silicon Solar Cells and Modules		
	Concentrator PV Modules		
	Thin Film Modules		
	Any Other Technology		

Signature of the Authorized Signatory

Name of the Authorized Signatory

ANNEX-IX

Format for Technical Criteria

[On the letter head of Bidder]

[Insert the Project Name]

(to be submitted separately for each technology)

To,

[Insert name and address of KREDL]

Dear Sir,

Sub: Response to RFP No. _____

We hereby undertake to certify in line with Clause 4.2 (b) of the draft PPA that the following details shall be furnished **prior to the COD²⁶**:

- 1.0 That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for at least one year.
- 2.0 Details of the project with location and the successful operational period of the project utilizing this technology.

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

²⁶Addendum-3 to the bidding documents, dated 30 May 2018

APPENDIX-II FORMAT OF BID SECURITY

(To be executed on stamp paper of appropriate value and notarized)

B.G. No. [] Dated:

1. In consideration of you, Karnataka Renewable Energy Development Limited, having its registered office at #39, "Shanthigruha" Bharath Scouts & Guides Building, Palace Road, Bangalore-560001 (referred to as **KREDL**, which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [**insert name of Bidder/Lead Member of the Consortium**] with its registered office at [**insert address**] (referred to as the **Bidder**, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns), for the development of Grid-Connected Ground Mounted Solar Photovoltaic Project to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years from **one (1)** Project of 50 MW_{AC} capacity in Pavagada Solar Park (referred to as the **Project**) pursuant to the RFP, the Project Agreements and other Bidding Document, we [**insert Name of the Scheduled Bank**] having our registered office at [] and one of its branches at [.....] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 7 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Document (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to KREDL an amount of INR [.....] [**insert amount equivalent to 10,00,000 INR (Indian Rupees Ten Lakhs only) per MW_{AC} in figures and words**] (referred to as the **Guarantee**) as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Document.
2. Any such written demand made by KREDL stating that the Bidder has failed to fulfil and comply with the terms and conditions contained in the Bidding Document will be final, conclusive and binding on the Bank. The Bank shall not require KREDL to justify the invocation of this Guarantee, nor shall the Bank have any recourse against KREDL in respect of any payment made hereunder.
3. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other Person and irrespective of whether the claim of KREDL is disputed by the Bidder or not, merely on the first demand from KREDL stating that the amount claimed is due to KREDL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Document, including but not limited to the following events:
 - a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 28 of the RFP;
 - b) if, after the Proposal Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and
 - c) if a Bidder is selected as the Successful Bidder and it fails within the specified time as per Clause 22 of the RFP.
 - d) fulfil any other condition precedent to the execution of the Project Agreements; and
 - e) If, the information furnished by the bidder is found to be patently false or amounting to a material misrepresentation at any stage of bid process as in Clause 16 of the RFP.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 150 (one hundred and fifty) days from the original Bid Due Date (“Expiry Period”) and a claim period of thirty (30) days or for such end date of the Expiry Period (“Claim Period”) or extended period as may be mutually agreed between KREDL and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that KREDL will be the sole judge to decide as to whether the Bidder has failed to fulfil or comply with the terms and conditions contained in the Bidding Document including, those events listed above. The decision of KREDL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between KREDL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other Person.
7. In order to give full effect to this Guarantee, KREDL will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bidding Document or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or KREDL):
 - a) any time or waiver granted to, or composition with, the Bidder or any other Person;
 - b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - c) any variation of the Bidding Document, so that references to the Bidding Document in this Guarantee shall include each such variation;
 - d) any unenforceability, illegality or invalidity of any obligation of the Bidder or KREDL under the Bidding Document or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than the performance of any of the obligations of the Bidder under the Bidding Document).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [insert name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for KREDL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which KREDL may have obtained from the Bidder or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of KREDL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

15. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR [in figures and words]. The Guarantee will remain in force until..... (Indicate date falling 150 (one hundred and fifty) days after the original Bid Due Date). The Bank will be liable to pay the amount or any part of the Guarantee only if KREDL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date falling thirty (30) days after the Expiry Period).
16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction.
17. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.
18. Capitalized terms used but not defined herein shall have the meanings given to them in the request for RFP No. [●] dated [●] issued by KREDL.

Signed and Delivered by.....Bank

By the hand of Mr./ Ms.....its..... and authorised official.

(Signature of the authorised signatory of the Bank)

(Official Seal)

Note: Separate Bid Security shall be submitted for each Project i.e. One BG for One Block of 50 MW_{AC}.

APPENDIX-IIIFORMAT FOR POWER OF ATTORNEY AND BOARD RESOLUTIONS

Format for Power Attorney

(BOARD RESOLUTION IN FAVOUR OF AUTHORIZED SIGNATORY ALSO ENCLOSED)

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

Power of Attorney provided by the Bidder in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we do hereby constitute, appoint and authorize, presently residing at who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Request For Proposal (RFP) is invited from the Power Producing Companies/ Solar Developers for the allotment of 650 MW_{AC} (50 MW_{AC} x 13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years.

We are submitting our Bid for a total capacity of [] MW_{AC} across [] no. of Blocks in Pavagada Solar Park.

The aforesaid Authorized employee, in response to the RFP no. [] dated [] issued by Karnataka Renewable Energy Development Limited ("KREDL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which KREDL may require us to submit. The aforesaid Attorney is further authorized for making representations to KREDL, and providing information / responses to KREDL, representing us in all matters before KREDL, and generally dealing with KREDL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

Organization Name:
through the hand of
Name of Authorizer:
duly authorized by the Board to issue such Power of Attorney
Dated this

Signature of Attorney

Name:
Designation:
Address of the Attorney:

Attested

Signature of the executant

Name:

Designation:

Address of the executant:

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's

Resolution dated

WITNESS

1

Signature

Name:

Designation:

2.

Signature

Name:

Designation:

Notes:

The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney shall be a person holding the responsible post & designation in the company.

In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

APPENDIX-IVFORMAT FOR POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM

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

Power of Attorney provided by the Bidder in favor of its representative as evidence of authorized signatory's authority.

We are submitting our Bid for a total capacity of [] MW_{AC} across [] no. of Blocks in Pavagada Solar Park

Know all men by these presents, we do hereby constitute, appoint and authorize, presently having registered office at as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Request For Proposal (RFP) is invited from the Power Producing Companies/ Solar Developers for the allotment of 650 MW_{AC} (50 MW_{AC} x 13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years.

The aforesaid [Name of Lead Member of the Consortium], in response to the RFP no. [] dated [] issued by Karnataka Renewable Energy Development Limited ("KREDL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which KREDL may require us to submit. The aforesaid Attorney is further authorized for making representations to KREDL, and providing information / responses to KREDL, representing us in all matters before KREDL, and generally dealing with KREDL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

Organization Name:

through the hand of

Name of Authorizer:

duly authorized by the Board to issue such Power of Attorney

Dated this

Signature of Attorney

Name:

Designation:

Address of the Attorney:

Attested

Signature of the executant [Name of Other Member No. 1²⁷]

Name:

Designation:

Address of the executant:

Signature of the executant [Name of Other Member No. 2²⁸]

Name:

Designation:

Address of the executant:

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's

Resolution dated

WITNESS

1

Signature

Name:

Designation:

2.

Signature

Name:

Designation:

Notes:

The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney shall be a person holding the responsible post & designation in the company.

In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

²⁷ Addendum-1 to the bidding documents, dated 30 April 2018

²⁸ Addendum-1 to the bidding documents, dated 30 April 2018

APPENDIX-V FORMAT FOR JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)

We are submitting our Bid for a total capacity of [] MW_{AC} across [] no. of Blocks in Pavagada Solar Park.

THIS JOINT BIDDING AGREEMENT is entered into on this [] Day of [] 2018.

AMONG

1. [.....] with its registered office at [] (referred to as **Lead Member** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

2. [.....] with its registered office at [] (referred to as **Other Member No. 1**²⁹ which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

3. [.....], with its registered office at [] (referred to as the **Other Member No. 2**³⁰ which expression will, unless repugnant to the context include its successors and permitted assigns)

4. The above mentioned parties namely Lead Member [], Other Member No. 1³¹ [], and Other Member No. 2³² [] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- A. Karnataka Renewable Energy Development Ltd (referred to as **KREDL** which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited bids (the **Bid**) by its Request for Proposal No. [] dated [] (the **RFP** no. [] dated []).
- B. The Parties are interested in jointly bidding for the Project(s) as Members of a Consortium and in accordance with the terms and conditions of the Bidding Document in respect of the Project(s).
- C. Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Joint Bidding Agreement in a format specified in the RFP, whereby the Members of the Consortium undertake to be liable for their respective equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantees as required as per the provisions of the RFP and Project Agreements, as specified herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

²⁹ Addendum-1 to the bidding documents, dated 30 April 2018

³⁰ Addendum-1 to the bidding documents, dated 30 April 2018

³¹ Addendum-1 to the bidding documents, dated 30 April 2018

³² Addendum-1 to the bidding documents, dated 30 April 2018

- 0.1. The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process.
- 0.2. The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Associates.
- 0.3. We, the Members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that.....(Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here).
- 0.4. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.
- 0.5. 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 their respective equity obligations. Each Member of the Consortium 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 Joint Bidding Agreement.

3. Incorporation of SPV

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Unit(s), it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 for entering into the Project Agreements with the relevant counterparty(ies) and for performing all its obligations in terms of the Project Agreements for the Unit(s).

4. Equity Contribution

The percentage of equity holding of each Member of the Consortium in the Project Company shall be / is as follows:

Name	Percentage of equity holding
Lead Member*	-----
Other Member No. 1	-----
Other Member No. 2³³	-----

Name	Percentage of equity holding
Total Equity	100%

(Note: The percentage equity holding/for any Member of the Consortium in the Project cannot be Zero in the above table.

In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

5. Equity Lock-in

The Parties acknowledge that all the members of the Consortium shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year. .

³³ Addendum-1 to the bidding documents, dated 30 April 2018

6. General

- 6.1. Except as specified in the Joint Bidding 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.
- 6.2. It is further specifically agreed that the financial liability for equity contribution of 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 their scope of work or financial commitments.
- 6.3. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and courts at Bhopal alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 6.4. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Consortium.
- 6.5. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, the Parties shall furnish the requisite performance bank guarantees under the Project Agreements in favor of the counterparty(ies), as stipulated in the Project Agreements. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees on behalf of all the Members of the Consortium
- 6.6. It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and, for the
- 6.7. Successful Bidder, shall remain valid over the term of the Project Agreements.
- 6.8. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the RFP for the purposes of the Bid.
- 6.9. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Unit(s) as envisaged under the Bidding Document and Project Agreements.
- 6.10. It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of KREDL.
- 6.11. This Joint Bidding Agreement
 - a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
 - c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of KREDL:

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the PPA, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by KREDL to the Bidder, as the case may be.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of KREDL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1. _____
- 2. _____

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so

- required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
 3. For a Joint Bidding Agreement executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX – VI: FORMAT FOR CERTIFICATE FROM “STATUTORY AUDITOR OR CHARTERED ACCOUNTANT³⁴” FOR FINANCIAL CAPACITY

(On the Letterhead of the “Statutory Auditor or Chartered Accountant³⁵”)

Date:

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/Consortium Member/Group Business Entity], and certify that the net worth is INR _____ Crores (Indian Rupees _____ Crores) or equivalent US\$ as on the last date of the Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.).

All figures are in Crore INR

Particulars	Financial Year or Calendar Year ending DD MMM YYYY (as applicable)
Aggregate value of the paid-up share capital • Fully, compulsorily and mandatorily convertible Preference shares • Fully, compulsorily and mandatorily convertible Debentures.	[Insert the amount in Crore INR]
Add: All reserves created out of the profits and securities premium account	[Insert the amount in Crore INR]
Subtract: Accumulated losses	[Insert the amount in Crore INR]
Subtract: Deferred expenditure	[Insert the amount in Crore INR]
Subtract: Miscellaneous expenditure not written off	[Insert the amount in Crore INR]
Net worth* as on the last date ending Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.	[Insert the amount in Crore INR]

Note: * The above Net worth does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

We have submitted the unconsolidated audited financial statements along with the supporting notes as annexure for the said Financial Year or Calendar Year ending DD MMM YYYY.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before Karnataka Renewable Energy Development Company for the [RFP name] as per RFP no. _____ dated _____.

Signature and Seal of the

“Statutory Auditor or Chartered Accountant³⁶” clearly indicating his/her

Membership number

³⁴Addendum-3 to the bidding documents, dated 30 May 2018

³⁵Addendum-3 to the bidding documents, dated 30 May 2018

³⁶Addendum-3 to the bidding documents, dated 30 May 2018

APPENDIX-VIIFORMAT FOR ACCEPTANCE OF PPA TARIFF POST E-REVERSE AUCTION

(To be printed on the letterhead of the Bidder/Lead Member)

Dated:

To,
Managing Director,
#39, "Shanthigruha" Bharath Scouts & Guides Building,
Palace Road, Bangalore, Karnataka
India - 560001

Sub: Acceptance of PPA Tariff post E-Reverse Auction process

Dear Sir,

With reference to your RFP name [], RFP No. [] dated [], we, having read and examined in detail the Bid Documents and understood their contents, hereby submit our acceptance to the PPA Tariff after completion of E-Reverse Auction process, which shall be final and binding on us. The Price Bid is unconditional and unqualified and valid for one hundred and eighty (180) days from the original Bid Due Date. Please accept our PPA Tariff as INR [In Indian Rupees up to 2 decimal places in figure and words] per kWh valid during the PPA Term for a total capacity of the Project(s) as [] MW_{AC}.

Project preference

S. No.	Preference for Block(s)	Name of the Block (Enter Block numbers as specified in the NIT. Do not repeat the same Block in any of the rows)
1	1 st Preference	
2	2 nd Preference	
3	3 rd Preference	
	

In witness thereof, I/we submit this acceptance under and in accordance with the terms of the Bidding Document.

Thanking you,

Yours faithfully,

Dated this [insert date] day of [insert month] 2018

Name and seal of the Bidder
(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

APPENDIX-VIII: TECHNICAL REQUIREMENTS FOR GRID CONNECTED SOLAR PV POWER PLANTS

The following are some of the technical measures required to ensure quality of equipment used in grid connected solar photovoltaic power projects:

1. SPV Modules

1.1. The SPV modules used in the grid 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**³⁷

Concentrator PV modules : IEC 62108

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements : IEC 61683

Environmental Testing : IEC 60068 -2/IEC 62093

EM Compatibility (EMC) : IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000

Electrical safety : IEC 62103/ IEC 62109-1&2

Anti-Islanding Protection : IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

3. Other Sub-systems/ Components:

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

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 Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5. Warranty

³⁷ Addendum-1 to the bidding documents, dated 30 April 2018

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

6. Identification and Traceability

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

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

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

7. Performance Monitoring:

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

8. Safe Disposal of Solar PV Modules:

The developers 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 of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.