



Power & Electricity Department

Government of Mizoram

Kawlpheha Building, New Secretariat Complex,
Khatla, Aizawl, Mizoram – 796001

Email : eincpower@gmail.com

Website : <http://power.mizoram.gov.in>

Request for Proposal (RfP) Document For

Selection of Solar Power Developer for Setting up of 10 MW Grid Connected
Solar Photo Voltaic Power Project at various locations within the state of Mizoram

RfP No. : 2 of 2020-2021

Date : 28.4.2020

RFP Notice
Power & Electricity Department (P&ED), Govt. of Mizoram
Kawlphetha Building, New Secretariat Complex,
Khatla, Aizawl, Mizoram – 796001
Email : eincpower@gmail.com

P&ED invites Online Bids (e-tenders) from interested Bidders for procurement of Power from Grid connected Solar PV Power Projects through Tariff based competitive Bidding Process for total 10 MW on the basis of International Competitive Bidding Process in accordance with Ministry of Power “Tariff based bidding Guidelines for solar PV Power Projects” as per the details given in RFP document

The RFP document is available at website <https://www.bharat-electronictender.com> from Dt. 29.4.2020. Interested bidders may view, download the e-tender document, seek clarification and submit their e-tender online up to the date and time mentioned in the table below:

RFP No	<u>2 of 2020- 2021: Dt.28.4.2020</u>
Fee of RFP Document	Amount: INR 5000/- including GST, to be submitted in the form of DD/ Pay Order, along with the response to RfS in favour of “Power & Electricity Department”, payable at Aizawl
Earnest Money	Amount: INR 4 Lakh per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfP.
(a) Availability of RFP document on website	<u>29.04.2020</u> at web site https://www.bharat-electronictender.com
(b) e-tender submission end date & Time	<u>28.05.2020</u> up to 04:00 PM
(c) Online technical e-tender opening date & time	<u>29.05.2020</u> at 12:30 PM
(d) Online financial e-tender opening date & time (Only of technically qualified bidders)	<u>04.06.2020</u> at 1:00 PM (tentative)
(e) Reverse Auction date	Will be informed to eligible bidders
(f) Venue of opening of technical & financial e-tenders	P&ED, Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl, Mizoram – 796001

The companies/firms who are registered at International Support Network Electronic Tender System (ISN ETS) portal <https://www.bharat-electronictender.com> would only be eligible for participating in this e-tender. All companies/ firms who have not registered themselves with ISN ETS portal for e-tendering till date can get their registration done. Prospective Project Developers are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfP document through the websites <https://www.bharat-electronictender.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on <https://power.mizoram.gov.in/> and the details only will be available from <https://www.bharat-electronictender.com>

The bidders need to submit the proof/cost of e-tender document fees, Processing fees and EMD as stated in the above table through Demand Draft as bid documents fees, Processing fees and bank guarantee as EMD in favour of Engineer in Chief, Power & Electricity Department (P&ED), payable at Aizawl. The scanned copy of the Demand Drafts and Bank guarantee must be enclosed along with the e-tenders. The original Demand Drafts and bank guarantee along with the hard copy of the blank document with enclosures duly signed by bidders must reach the office of Engineer-in- Chief, Power & Electricity Department (P&ED) at Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl,

Mizoram before opening date and time of technical e-tender failing which, tender shall not be considered. Engineer-in-Chief, Power & Electricity Department (P&ED) reserves the right to reject any or all tenders without assigning any reason thereof. The decision of Engineer in Chief, P&ED will be final and binding.

**Engineer-in-Chief
P&ED**

DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by the P&ED to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid. This RfP is based on material and information available in public domain.
2. This RfP, along with its Formats, is not transferable.
3. While this RfP has been prepared in good faith, neither P&ED nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfP.
4. Neither P&ED Representative, nor its employees will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP, any matter deemed to form part of this RfP, the award for supply of power, the information supplied by or on behalf of P&ED or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power
5. This RFP is not an agreement and is neither an offer nor invitation by P&ED to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Offers pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for P&ED, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, Statements and information contained in this RFP, 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 and information contained in this RFP and obtain independent advice from appropriate sources.
6. P&ED also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RFP. P&ED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations which may be required by P&ED or any other costs incurred in connection with or relating to its offer. All such costs and expenses will remain with the Bidder and P&ED shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the offer, regardless of the conduct or outcome of the Selection Process.

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List of Annexure

(The following information/documents are to be annexed and flagged by the Bidders along with the BID)

S.No	Annexure No	Particulars	Yes/No Flag No
1	Annexure-I	Cost of RFP Document (Rs 5000/- inclusive of GST)	
2	Annexure-II	EMD in the form of Bank Guarantee of Rs 4 lakhs per MW	
3	Annexure –III	Certificate of Incorporation	
4	Annexure-IV	Covering letter format 4.1	
5	Annexure-V	Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium in original as per Format 4.2.	
6	Annexure-VI	In case of consortium, Consortium Agreement along with board resolution from each Member of the Consortium for participating in consortium; Format 4.3	
7	Annexure-VII	Format for Qualification Requirement Financial Networth as per Format 4.4 A,	
8	Annexure-VIII	Details of computation of Networth duly certified by Statutory Auditor along with annual audited accounts for the last three financial years 2015-16 2016-17 and 2017-18 (or Calendar Years 2015, 2016, 2017) and also for 2018	
9	Annexure-IX	Qualification Requirement Technical- Format 4.4. -B	
10	Annexure-X	Consents, clearances and Permits- Format 4.4.C	
11	Annexure-XI	Board Resolutions -Format 4.5 as applicable	
12	Annexure-XII	Disclosure statement regarding participation of any related companies in this bidding process; Format 4.7	
13	Annexure-XIII	Power of Attorney of the Bidder, for the person representing his Company/ Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender	
14	Annexure-XIV	Details if Location identified	
15	Annexure-XV	Pass Phrase Part A	
16	Annexure-XVI	Pass Phrase Part B	
17	Annexure-XVI	Format 4.11 General Particulars of Bidder	

* Please flag the annexure and write flag number in the box.

Note:- RFP received without supporting documents for the various requirements mentioned in the RFP document may be rejected.

(Signature of Bidder)
With Seal

Particulars of RFP

1.	e-Tender No.	<u>2 of 2020- 2021: Dt.28.4.2020</u>
2.	Particulars of the work	Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram
4.	Last date and time of uploading of e-RFP on ISN-ETS Portal website	<u>28.05.2020</u> upto 04:00 PM
6.	Date and Time of opening of e-tender (Technical bid.)	<u>29.05.2020</u> at 12:30 PM
7.	Date and Time of opening of e-tender (Financial bid.) may change	<u>04.06.2020</u> at 01:00 PM (tentative)
8.	Reverse Auction	Will be informed to eligible bidders
9.	Place of opening of e-tender	P&ED, Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl, Mizoram

- Bidders are advised to study the RFP Document carefully. Submission of e-tender against this RFP document shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.
- The e-tenders will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's representative will be required to be produced.
- In the event of date specified for e-tenders opening being declared a holiday for P&ED's office then the due date for opening of e-tenders shall be the following working day at the appointed time and place.
- All the required documents including Price Schedule/ BOQ should be uploaded by the e-tenderer electronically in the PDF/ XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-tender Form and Technical Specification details) schedules/ packets can be clubbed together to make single different files for each label. All the enclosures should be scanned and uploaded with bid.
- The companies/ firms who are registered at ISN-ETS portal website <https://www.bharat-electronictender.com> would only be eligible for participating in this e-RFP. All companies/ firms who have not registered themselves with ISN-ETS portal for e-tendering till date can get their registration done. The RfP document can be downloaded from the website of ISN-ETS portal <https://www.bharat-electronictender.com>. A link of the same is also available at <https://power.mizoram.gov.in/>.

Note: - Interested bidders have to download the official copy of RfP & other documents after login into the ISN-ETS portal website <https://www.bharat-electronictender.com> by using the Login ID & Password provided by ISN-ETS portal website portal during registration (Refer Annexure – B). The bidder shall only be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal website <https://www.bharat-electronictender.com> and downloading the official copy of RfP.

(Signature of Bidder)
With Seal

Definitions

SECTION 1: INTRODUCTION

DEFINITIONS

Any capitalized term, used but not defined in this RfP, shall have the meaning ascribed to such term in the RfP Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RfP:

“Affiliate” shall mean a company that either directly or indirectly

i) controls, or

ii) is controlled by, or

is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% of the voting shares of such company or right to appoint majority Directors.

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

“Average Pooled Purchased Cost (APPC)” shall mean the weighted average price at which an electricity distribution company buys power from various sources.

“Bid” shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RfP, in accordance with the terms and conditions hereof.

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

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

“Bidding Consortium” or “Consortium” shall refer to a group of companies that has collectively submitted the Bid in accordance with the provisions of this RfP;

“EMD” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 2.18 of this RfP, as per the prescribed Format 4.6;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RfP as

specified in Clause 2.26 of this RfP;

Capacity Utilization Factor” or “CUF” Capacity Utilization Factor” or “CUF” means the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8766 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

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

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

“Control” shall mean holding not less than 51% of paid up share capital

“Controlling shareholding” shall mean not less than 51% of the voting rights and paid up share capital in the Company/Consortium;

“Performance Bank Guarantee (PBG)” shall have the meaning as per Clause 2.19 of this RfP;

“Contract Year” shall mean the period beginning on the Scheduled Delivery Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Delivery Point” shall be the same as injection point

“Effective Date” shall mean the date from which the PPA becomes effective;

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Feed in Substation” shall be the substation of Transco / Discom.

“Financial Bid” shall mean the price schedule B containing the Bidder’s Quoted Tariff of this RFP;

“Grid Code”/ “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Injection Point” Is the point located at the appropriate voltage of substation of Transco / Discom, the injection point shall also be the Delivery point or the metering point for estimation of energy generation, shall also mean **“Point of Connectivity**

“Interconnection Point” shall mean the point where the power from the transmission line reaches to the switchyard bus of Transco/ Discom at the Injection Point, the interconnection point shall be located in the periphery of Transco/ Discom substation.

“Law” shall have the same meaning as ascribed thereto in the PPA;

“Lead Member of the Bidding Consortium” or “Lead Member” shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.3 of this RfP;

“Letter of Award” or “LoA” shall mean the letter to be issued by the Procurer/ Authorized Representative to the Successful Bidder(s) for supply of power pursuant to Clause 3.1.4 of the RFP;

“Member of a Bidding Consortium” or “Member” or “Consortium Member” shall mean each company in the Bidding Consortium which has executed the Consortium Agreement as provided in Format 4.3 of this RfP;

“Minimum Bid Capacity” shall mean the minimum capacity in MW specified by P&ED in Clause 2.3, for which the Bidder is required to submit its Bid;

“Non-Financial Bid” shall mean Technical Bid containing the documents as specified in Clause 2.22 of the RfP;

“Parent Company” “Parent” shall mean a Company, which holds not less 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

“PPA” shall mean the agreement to be entered into between the **Procurer(s)** and the Seller pursuant to which the Seller shall supply power to the Procurer(s) as per the terms and conditions specified therein and a draft of which is attached hereto and marked as Enclosure 1 of Format 4.9 of this RfP, including all its schedules, annexures, and all amendments or modifications;

“Procurer(s)” shall mean Power & Electricity Department (P&ED), Mizoram. The Department is functioning as an integrated utility and responsible for generation, transmission, distribution and despatching of electric power supply within the state of Mizoram;

“Project Company” shall mean the company, incorporated by the Bidder as per Indian laws, in accordance with Clause 2.16;

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.10 of this RfP;

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid (Technical-Bid) as per Clauses 3.1.1 and 3.1.2, stand qualified for opening and evaluation of their Financial Bid;

“Quoted Tariff” shall mean the Quoted Energy Charges, as applicable, quoted by the Bidder as per the prescribed price Schedule Part -B and shall be construed to be at the Interconnection Point as mentioned in its Bid;

“Requisitioned Capacity” means the total aggregate power of 10 MW proposed to be contracted by the Procurer(s) with the Successful Bidder(s) through this bidding process for supply at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“RfP” shall mean this Request for Proposal dated _____ along with all formats and RfP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“RfP Documents” shall mean the following documents to be entered into by the parties to the respective agreements in connection with the supply of power:

- a) PPA;
- b) All formats which form part of RfP; and
- c) Any other agreements designated as such, from time to time by the Procurer/ Authorized Representative.

“Scheduled Delivery Date” shall mean the Date on which the Seller is required to start delivering the power at the Delivery Point as per the terms and conditions of the PPA;

“Seller” shall mean the Successful Bidder/ or the Project Company, as the case may be who submit the Performance Bank Guarantee and executes the PPA and other RfP Documents with P&ED and who shall be responsible for supplying power to the Procurer(s) at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

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

“Single Tariff” refers to the fixed tariff over the entire term of the PPA, the bidder has to quote Fixed tariff as per the prescribed Price Schedule at Part - B

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or the Companies Act 2013 as applicable or under the provisions of any other applicable governing law;

“STU” or **“State Transmission Utility”** shall mean the board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“Successful Bidder(s)” shall mean the Bidder(s) selected by P&ED pursuant to this RfP for supply of power by itself or through the Project Company as per the terms of the RfP Documents, and to whom a Letter of Award has been issued;

“Ultimate Parent Company” shall mean a Company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

SECTION 1

INTRODUCTION

1.1. Objective

- 1.1.1. Power & Electricity Department, hereinafter referred to as P&ED, acting through Engineer-in Chief, P&ED, Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl, Mizoram, hereby invites interested Bidders to participate in the online bidding process for procurement of power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process for total 10 MW capacity on the basis of international competitive bidding in accordance with the Bidding Guidelines. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer(s) as per the terms and conditions of the RfP Documents.
- 1.1.2. P&ED will support setting up of Grid connected 10 MW Solar PV Power stations on “Build Own Operate” (B-O-O) basis if established in Mizoram for the direct sale of 10 MW power to P&ED. P&ED will select solar power producer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 10 MW). Maximum capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 10 MW.
- 1.1.3. P&ED will select the Solar PV Power Project Developers, and will sign the Power Purchase Agreement (PPA) with the Successful Bidder.
- 1.1.4. For the convenience of the prospective bidders list of substations with available bays is available at P&ED website <https://power.mizoram.gov.in/>.

1.2. Tariff

PPA will be signed between Procurer and Successful Bidder(s). The Procurer shall pay to the Seller(s) the Quoted fixed Tariff which has been arrived from the single fixed tariff quoted by the successful bidder in the price bid as per Part –B followed by e-reverse auction, as per the terms and conditions of the PPA annexed as Enclosure -1 of RfP documents. The tariff shall be payable by the Procurer in Indian Rupees.

1.3. Correspondence for enquiries and clarifications

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

Engineer-in –Chief,
Power & Electricity Department,
Kawlphetha Building, New Secretariat Complex,
Khatla, Aizawl, Mizoram – 796001

SECTION 2

INFORMATION AND INSTRUCTION TO BIDDERS

SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS

2.1. Total Capacity Offered

Selection of Successful bidder(s) for procurement of Solar Power from Grid connected Solar PV Power Projects for aggregate capacity up to 10 MW shall be done through Tariff Based Competitive Bidding Process under Solar Energy Policy 2017 of the State of Mizoram. The bidders are free to install Solar PV Power Projects anywhere in the state of Mizoram.

2.2. RfP document for Solar PV Power Projects

The RfP document has been prepared for Solar PV Power Projects technology. Solar PV Project means the solar project that uses sunlight for direct conversion into electricity through Photo Voltaic technology. The Bidder shall deploy, only commercially established and operational technologies. The detailed technical parameters for Solar PV Projects are at Annexure A.

2.3. Capacity of each Project

- 2.3.1. The capacity of each Solar Power Projects shall be minimum 5 MW. Any Bidder can apply for minimum 5 MW per location and the maximum capacity for the project shall be 10 MW. The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW. The said MW capacity should mean the AC capacity rating at the delivery point i.e. at the grid sub-station where the Project would be connected to, and accordingly the bidder can choose the DC rating of his solar field to meet the AC rating at the delivery point.
- 2.3.2. The Solar PV Power Projects shall be selected through a competitive bidding process on the basis of international competitive bidding as per Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder shall be to supply power to the Procurer for 25 years as per the terms and conditions of the PPA.

2.4. Minimum CUF Limits

The SPP will declare the annual Capacity Utilisation Factor (CUF) of the Project at the time of submission of response to RfP, which shall be allowed to be modified at the time of signing of PPA. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 15%. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from CoD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by P&ED to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

If for any Contract Year, it is found that the SPP (Developer) has not been able to generate minimum energy corresponding to the value of CUF within the permissible lower limit of CUF declared by the SPP, on account of reasons solely attributable to the SPP then the developer shall pay a penalty equal to 25% of the project tariff to the Procurer, for such shortfall in units.

2.5. Supply of Power to Procurer

After completion of evaluation process a Letter of Award (LoA) will be issued to the successful bidder to sign a PPA with the Procurer for duration of 25 years.

2.6. Tariff for Supply of Power

2.6.1. Bidders are required to quote Single fixed tariff for 25 years only in the Price Bid at Part –B at Schedule B. P&ED will not entertain different tariff for every year, any bid with different tariff will be considered disqualified.

2.7. Grid Connectivity

2.7.1 The grid connectivity and associated evacuation facilities from the solar power plant substation/ switchyard to distribution/ transmission system “feed in substation” will be provided in accordance with JERC (Grant of Connectivity to Intra-State Transmission System) Regulations 2010 as amended from time to time.

2.7.2 The responsibility of getting connectivity with the transmission system owned by the Discom/ STU will lie with the Project Developer. The cost of the transmission line up to the “feed in substation” viz. the point of interconnection where the metering is done shall be borne by the Solar Project Developer. This transmission line shall be constructed by the Project Developer. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the Project Developer and will not be met by the STU/ Discom.

2.7.3 Clause deleted.

2.7.4 Seller(s) shall be responsible for the Operation and maintenance of dedicated transmission line up to the point of connectivity. Such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.

2.7.5 Clause deleted

2.7.6 Clause deleted

2.7.7 Clause deleted

2.7.8 The Solar PV Project shall be connected to the nearest substation at the appropriate voltage level.

2.7.9 SPD is allowed to sell power to P&ED thru ISTS network on the condition if in future Ministry of Power, GOI (order No 23/12/2016-R&Rdated 13/2/2018) withdraws the waiver provided in Interstate transmission charges and losses on transmission of the electricity through the interstate transmission system for sale of Power then the same charges and losses will be borne by SPD. However, Solar Power Plant will be located in various places of Mizoram and sale of Power will be to P&ED.

2.8. Procurement of RfP Document, Processing Fees

2.8.1 RfP document may be downloaded from the ISN-ETS Portal website www.bharat-electronicstender.com. Cost of RFP document is Rs. 5000 (Rs. Five Thousand only) inclusive of all taxes to be submitted either thru NEFT/ RTGS transfer in the account of P&ED. (Bank details are as mentioned below) or in the form of Demand Draft issued from any of the banks listed in

Format 4.10, in favour of Engineer-in-Chief, P&ED, payable at Aizawl to be enclosed with the RfP document on submission.

If bidder submits more than one bid, each bid will be submitted with separate RfP document fees along with required EMD. The original document fees and required EMD shall be submitted to Engineer-in- Chief, P&ED office on or before bid submission date.

2.8.2 A Bidding company/ Consortium will be eligible to participate in the bidding process only:

1. On online submission of RfP along with the cost of document and processing fee.
2. The bidder should be a company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium.

2.8.3 Successful Bidders will deposit the regulators fees sought by P&ED at the time of submission of petition for adoption of Tariff to JERC.

2.9. Number of Response to RfP by a Company

The total capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent or any Group Company or as a part of consortium shall be limited to 10 MW. The capacity of each Solar Power Projects shall be minimum 5 MW. Any Bidder can apply for minimum 5 MW per location and the maximum capacity for the project shall be 10 MW. The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW.

More than one Bid can be submitted by the Bidder for development of Solar Projects. However, in case of multiple Bids by the same Bidder, the following conditions apply:

- a. The plant shall be located at a single location for the capacity applied in single bid.
- b. In case of multiple bids being submitted by the bidder, the cumulative capacity being offered in the bids should not exceed 10 MW.
- c. In case of a Bidding Consortium, multiple bids with the same Consortium members are permitted.
- d. A Bidder shall bid as part of a single Bidding Consortium only.

If a bidder wants to submit multiple bids, Bidder is required to do multiple registrations at ISN-ETS portal as per the number of bids, Bidder intends to submit. Each registration by the Bidder in the ISN-ETS portal website has to be done with a different e-mail Id and a different Digital Signing Certificate (DSC).

2.10. Qualification Requirements

The Bidder must meet the Qualification Requirements independently as Bidding Company or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. Further, a Bidding Consortium can participate in the bidding

process if any Member of the Consortium has purchased the RfP. The intending bidder should satisfy the following criteria:

2.10.1. Financial Criteria

A. Net worth:

Net worth should be equal to or greater than the value calculated at the rate of **Rs. 1.07 crore per MW** of capacity offered by the Bidder in its Bid or equivalent USD [*Calculated as per provisions mentioned in Note below*] would need to be demonstrated. The computation of net worth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline.

Pursuant to Clause 2.9 above, in case of application by a Bidder projects with capacity more than 5 MW then total cumulative capacity applied by the Bidder shall be considered for the purpose of Net Worth. (Example: Company 'A' applying for projects totaling to 5 MW, then the Net Worth required shall be Rs. 1.07 Crores x 5 = Rs. 5.35 Crores).

[Note: For the Qualification Requirements, if data is provided by the Bidders in foreign currency, equivalent rupees of Net worth will be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidders' banker.

For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.]

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;

Paid up Share capital will include;

- i) Paid up equity Share Capital
- ii) Fully, compulsorily and mandatory convertible preference Shares and
- iii) Fully, compulsorily and mandatory convertible Debentures

The computation of Net worth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Net worth, any one of the last three financial years and up to seven (7) days prior to Bid Deadline shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years 2015-16 2016-17 and 2017-18 (or Calendar Years 2016 .2017 and for 2018 if available

or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country), while indicating the year which should be considered for evaluation along with a certificate from the chartered accountant to demonstrate the fulfillment of the criteria. In case a Bidder seeks qualification on the basis of Net worth as on seven (7) days prior to Bid Deadline, the Bidder shall submit a certificate from a Statutory Auditor/Chartered Accountant certifying the Networth on the date seven days prior to submission of Bid and also submit the un-audited financial statements of the Company duly certified by Statutory Auditor/Chartered Accountant for the date on which the certificate of Net worth has been obtained.

- 2.10.1.1. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered.
- 2.10.1.2. For a newly incorporated Company relying solely on its own credentials, where the annual account has not been prepared, the Net Worth criteria should be met not more than seven days prior to the last date of submission of response to RfP. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date seven days prior to submission of response to RfP along with the unaudited financial statements of the Company duly certified by Chartered Accountant for the date on which the certificate of Net Worth has been obtained.
- 2.10.1.3. If the Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company as per the Consortium Agreement (Format 4.3), forming part of its Non-Financial Bid. Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format 4.3) within thirty (30) days of the issue of Letter of Intent.
- 2.10.1.4. Any Bidding Company may choose to incorporate a Project Company for the purpose of supply of power.
- 2.10.1.5. The Bidder may seek qualification on the basis of financial capability of its Parent Company and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and/ or its Affiliate(s). The financial capability of a particular Parent Company (ies) and/ or Affiliates shall not be used by more than one Bidder.
- 2.10.1.6. The determination of the relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary evidence in

form of a certification from a practicing Company Secretary or Statutory Auditor to establish such relationship shall be furnished by the Bidder along with the Bid.

- 2.10.1.7. If the Bidding Company or a Member of a Bidding Consortium relied on the financial capability of its Parent/ Affiliates, such Bidding Company or Member have to submit a Board resolution as per Format 4.5, from its Parent/ Affiliate, as the case may be, that the obligation of the Bidding Company or the Member of the Consortium to submit a Performance Bank Guarantee, if selected, shall be deemed to be their obligations as well and in the event of any default whatsoever by the Successful Bidder in submitting the Performance Bank Guarantee, the same shall be submitted by such Parent/ Affiliate, as the case may be.

In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA

- 2.10.1.8. A Bidder may submit multiple responses, individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent Company/ Affiliate/ Ultimate Parent Company of the Bidding Company or a Member of a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder has a Conflict of Interest with other Bidder(s) participating in the same bidding process, the Bid of all such Bidder(s) shall be rejected.

Note: -

- (i) It is not necessary to have the Technology partner at RfP stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/ Consortium. However, if Technology Partner has an equity participation in Bidding Consortium then it has to be a Company with equity participation not more than 10%.
- (ii) The Bidder may seek qualification on the basis of financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements.
- (iii) The financial capability of a particular Parent company and or affiliate shall not be used by more than one bidder.
- (iv) The Parent company/ Affiliate/ Ultimate parent company of the bidding company or a Member of a Bidding consortium shall not separately participate directly or indirectly in the same bidding process.
- (v) Net Worth of individuals, whether Director or otherwise, shall not be considered
- (vi) Where the financially evaluated company is not the Bidding Company or a member of a bidding consortium, as the case may be, the Bidding Company or a member shall continue to be an affiliate of the financially evaluated company till execution of PPA.
- (vii) Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.

2.10.2 Type of Company

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Company acting as the Lead Member of the Bidding Consortium. Short listing of Bidders will be based on meeting the Qualification Requirement as specified below:-

- i. The Bidder should be a company, as defined in the Electricity Act, 2003 and incorporated under the Companies Act, 1956 or the Companies Act 2013 as applicable and are eligible on standalone basis or as a part of the bidding consortium.
- ii. A foreign company on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Companies Act, 1956 or the Companies Act, 2013 as applicable;
- iii. Companies shortlisted in RfP can also execute the project through a Special Purpose Vehicle (SPV). However, the SPV has to be formed before signing of PPA.
- iv. Any individual/Firm/Society/Institution/Registered Company including Public utilities shall be eligible for setting a power plant and sale of power to Distribution Licensee/ Power & Electricity Department.

The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of Clause 2.27 under the title "Financial Closure". The undertaking shall be as per enclosed Format 4.4.

2.10.3 Consents, Clearances and Permits

2.10.3.1 Site Identification and Land Acquisition:

At this stage, the project developer would also provide evidence that the requisite technical criteria have been fulfilled and required Land for project development minimum @1.5 ha/MW is under clear possession of the project developer. In this regard the Project developer shall be required to furnish the following documentary evidences.

- i. Identification of the 100% (hundred per cent) land at the time of bid submission and 07 (Seven) months from the execution of the PPA, submission of documents/ Lease Agreement to establish possession/ lease 100 % (hundred per cent) of the required land in the name of the Solar Power Generator or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date (SCD).
- ii Wherever leasing of private land is involved, the lease should allow transfer of lease hold rights to the lenders or Procurer, in case of default of the Solar Power Generator.
- iii Requisite documents from the concerned and competent revenue/ registration authority for the acquisition/ ownership/ vesting of the land in the name of Project Developer and in case private land converted for industrial use.
- iv In case of land to be acquired under the Land Acquisition Act 1894 or its equivalent, the Bidder shall submit copy of notification issued for such land under Section 6 of the Land Acquisition Act 1894 or its equivalent.
- v In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue/ registration authority for allotment of the land.
- vi Clause deleted.

vii Clause deleted

- (B) In case of non-availability of land with the bidder at the time of bidding, an undertaking has to be submitted that the documentary evidence will be produced by the bidder of the availability of land within twelve months of signing of PPA. The undertaking can be provided in the Format 4.4(c).**

Note:

- a. Change in the location of land for setting up the project from one place to other location is not permitted after 12 months from the signing of PPA or at financial closure, whichever is earlier.
- b. The land for setting up the project should be free from all encumbrances.
- c. The land should neither have been proposed for other purposes & nor should have been mortgaged

2.10.3.2 Other Provisions:

- i. In case the Bidder is a Bidding Company and wishes to incorporate a Project Company, all such Consents, Clearances and Permits if obtained in the name of a company other than the Project Company, the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.
- ii. In case the Bidder is a Bidding Consortium, all such Consents, Clearances and Permits shall be obtained in the name of the Lead Member and the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.
- iii. Notwithstanding anything stated above, the Procurer/ Authorized Representative reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information/ documents. The Procurer/ Authorized Representative reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- iv. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Where the Financially Evaluated Entity is not the Bidding Company or a Member of a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Financially Evaluated Entity till execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.11. Submission of Bid by the Bidder

2.11.1. Bid Formats/ Documentary Evidence

- a) The information and/ or documents shall be submitted by the Bidder as per the formats specified in Section 4 (Formats for RfP) of this document.

- b) Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- c) The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements to the satisfaction of the Procurer/ Authorized Representative and shall furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be, of Bidding Company or each Member of a Consortium or Financially Evaluated Entity for the last three (3) financial years immediately preceding the Bid Deadline for the purpose of calculation of Net worth.

2.11.2. Bid submitted by a Bidding Consortium

- a) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 4.3). There shall be only one Lead Member which shall continue to hold fifty-one percent (51%) equity in the Project Company up to a period of three (3) years after commencement of supply of power as per provisions of Clause 2.25 of this RfP and the PPA. Except with the prior approval of Procurer. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.
- b) Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.
- c) Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer/ Authorized Representative.
- d) The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer/ Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 4.2 in favor of the Lead Member issued by the other Members of the Consortium.
- e) The Bid shall also contain a Board Resolution as per Format 4.5 from each Member of the Consortium confirming that the RfP& RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

2.12. Point of contact in case of Bidding Consortium

In case of Bid being submitted by a Consortium, the Lead Member of the Consortium shall be the single point of contact for the purposes of the Bid process, before the date of signing of last of the RfP Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of P&ED and P&ED shall not bear any liability whatsoever on this account.

2.13. Bid submitted by a Bidding Company

The Bidding Company should designate one person to represent the Bidding Company in its dealings with P&ED/ Procurer. The person so designated shall be authorized through a Board resolution (as per Format 4.5) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company, etc.

2.14. Clarifications and Pre-bid Meeting

1. Pre-bid meeting:

There will be no Pre-bid meeting due to Covid-19 pandemic. However, any queries arising from the potential bidder may be communicated via Email cerggvymizo@gmail.com or may be asked online through the e-Tendering Portal.

A compiled list of questionnaire and P&ED's response will be uploaded on the website of P&ED for information of all concerned in <https://power.mizoram.gov.in/>. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

2. Enquiries/ clarifications may be sought by the Bidder from:

Engineer-in-Chief,
Power & Electricity Department,
Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl, Mizoram – 796001
Contact No. 7005046960
Email id: eincpower@gmail.com
cerggvymizo@gmail.com

3. P&ED reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfP and make its own judgment regarding the interpretation of the same. In this regard P&ED shall have no liability towards any Bidder and no Bidder shall have any recourse to P&ED with respect to the selection process. P&ED shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. P&ED's decision in this regard shall be final and binding on the Bidders.

2.15. RfP Document and attachments

The drafts of the following RfP Documents have been attached to this RfP:

- a. Draft PPA at Format -4,9
- b. Any modifications, amendments alterations or clarifications thereto.

2.16. Incorporation of a Project Company

- 2.16.1. In case of the Successful Bidder being a Bidding Consortium, it shall, within Thirty (30) days of the issue of the Letter of Intent, incorporate a Project Company provided such a Project

Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid as specified in the Consortium Agreement such Project Company shall be responsible to execute the RfP Documents. The investment in the Project Company shall be as per provisions of the Consortium Agreement and shall be subject to the provisions of Clause 2.25 of this RfP.

- 2.16.2. In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company within thirty (30) days of the issue of the Letter of Intent. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid. The investment in such Project Company incorporated by the Successful Bidder may be from any of the Affiliates and/ or Ultimate Parent and shall be subject to the provisions of Clause 2.25 of this RfP.
- 2.16.3. The Project Company shall execute the RfP Documents and be responsible for supply of power to the Procurer(s) as per the provisions of the PPA.

2.17. Cancellation of the Letter of Intent

If the Successful Bidder(s)/ Project Company fails or refuses to comply with any of its obligations under Clauses 2.16 and 2.19, and provided that P&ED/ Procurer (s) and/ or other parties to the respective RfP Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, P&ED/ Procurer shall be entitled to invoke the EMD of the Successful Bidder(s)/ Project Company.

2.18. Earnest Money Deposit (EMD)

- 2.18.1. Each Bidder shall submit the Bid accompanied by EMD, in the form of Bank Guarantee as per Format 4.6 for an amount of Rs. 4 Lakh (Rupees Four lakh) per MW of the offered capacity issued by any of the banks listed in Format 4.10. In the case of a Consortium, the Lead Member shall furnish the EMD as stipulated in the RfP, on behalf of the Consortium Members as per the Consortium Agreement. The EMD shall be valid for a period of ninety (90) days beyond the validity of the Bid.
- 2.18.2. The EMD, may be invoked by the P&ED /Procurer, without any notice, demure, or any other legal process upon occurrence of any of the following:
- Failure to incorporate the Project Company as a legal entity within thirty (30) days of issue of Letter of Intent, or,
 - Failure to furnish the Performance Bank Guarantee as per Clause 2.19; or
 - Failure to execute the RfP Documents subject to the provisions of Clause 2.17; or
 - Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.23.
- 2.18.3. The EMDs of all Bidders, who's Bids are declared non-responsive, shall be returned and

released by P&ED within thirty (30) days after the date on which the Financial Bids are opened.

2.18.4. The EMDs of all unsuccessful Bidders shall be returned and released by the P&ED within a period of thirty (30) days of the occurrence of the earlier of the following:

- a) Submission of the Performance Bank Guarantee as per Clause 2.19 of the RfP and the execution of the RfP Documents (as applicable) by the Successful Bidder(s); or
- b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.

2.18.5. The EMDs of all Bidders shall be returned and released by P&ED within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by P&ED.

2.18.6. The EMD of the Successful Bidder(s) shall be returned on the submission of Performance Bank Guarantee as per Clause 2.19 of the RfP and the provisions of the PPA.

2.19. Performance Bank Guarantee (PBG)

2.19.1. Within ninety (90) days of issue of Letter of Award or before the signing of the PPA whichever is earlier, the Successful Bidder(s) either on his/ their own behalf or on behalf of the Seller, shall provide to P&ED the Performance Guarantee in the format provided in the Format 4.8, for an amount of **Rs 7.50 Lakh (Rupees Seven lakh fifty thousand only) per MW** of the Contracted Capacity, which shall be provided to P&ED for the amount calculated pro-rata. The Performance Guarantee shall be initially valid for a period of nine (9) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA. The Performance Guarantee shall be issued by any of the banks listed in Format 4.10.

2.19.2. In case the Successful Bidder is unable to obtain the Performance Bank Guarantee for the total amount from any one bank, the Successful Bidder may obtain the same from not more than two (2) banks.

2.19.3. Non submission of the PBG by the Successful Bidder(s) may lead to the invocation of the EMD, cancellation of the Letter of Award of such Successful Bidder(s) by P&ED, and thereafter, the provisions of Clause 2.23.2 shall be applicable.

2.19.4. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to P&ED in addition to the PBG amount.

Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by P&ED and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

2.20. Bank Guarantees

2.20.1 The Bidder shall provide the following Bank Guarantees from any of the banks listed in Format 4.10 to P&ED in a phased manner as detailed hereunder:

- **EMD** for the amount calculated as per Clause 2.18 (**@ Rs. 4.00 Lacs / MW**) in the form of Bank Guarantee along with RfP as per Format 4.6. (valid for a period of ninety (90) days beyond the validity of the Bid)
- Performance Bank Guarantee calculated as per Clause 2.19 (**@ Rs 7.50 Lacs / MW**) in the form of Bank Guarantee within ninety (90) days of issue of Letter of Award or before the signing of PPA whichever is earlier, as per Format 4.8. (initially valid for a period of nine (9) months after the Scheduled Delivery Date)

2.20.2 Within ninety (90) days of issue of Letter of Award (LOA) or before the signing of PPA whichever is earlier the total Bank Guarantee value towards Performance Bank Guarantee shall be submitted

2.20.3 In case, P&ED offers Successful Bidder to execute the PPA with P&ED/ Procurer and if the Selected Bidder refuses to execute the PPA or is unable to execute the PPA within the stipulated time period, P&ED will encash the Bank Guarantees towards EMD.

2.20.4 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company/ Lead Member of Bidding Consortium.

2.20.5 In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements.

2.20.6 Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LoA. In extraordinary cases of unavoidable delays on the part of P&ED in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

2.21. Amendment of RFP

P&ED, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RfP, including the timelines specified in Clause 2.26, by issuance of addendum / modification / errata and / or a revised document. Revisions or amendments in the Bidding Guidelines may cause P&ED to modify, amend or supplement this RfP, including the RfP Documents to be in conformance with the Bidding Guidelines. Such document shall be made available on P&ED website.

Bidders should notify themselves regarding any addendum/ modification made in RfP document, the same shall be uploaded on P&ED website. No personal correspondence will be made by P&ED to Bidder(s).

2.22. Bidding Process

The Bid in response to this RfP shall be submitted by the Bidders in the manner provided in Clause 2.11. The Bid shall comprise of the following:

A. Language

The RfP prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and P&ED shall be written in English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

B. Format and signing of Offer

- (i) The Bid should be submitted online as stipulated in the RfP document.
- (ii) Any condition or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the P&ED, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- (iii) The hard copy of Bid (except Financial Bid) along with enclosures and related documents as per following must reach at P&ED Office, Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl, Mizoram before opening date and time of online Technical-Bid without which the online Bid of concern Bidder will not be opened.

(iv) Uploading of e-tender

- a) The bid shall be uploaded online as per guide lines of ISN-ETS portal. Detail instructions to be followed by the bidders for online submission of response to RfP as stated as Annexure-B and C. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.
- b) The bid must be complete in all technical and commercial respect and should contain requisite certificate, drawings, informative literature etc. as required in the specification.
- c) First part (PART-A) should contain technical details brochure literature etc. All parts of RfP documents except financial bid should be uploaded online in due date and time.
- d) The Bidder should submit Price Bid at Part –B in Second part. Second part (PART-B) should contain financial bid only should be uploaded online in due date and time.
- e) Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the bid invalid. Therefore, it is in the interest of the Bidder not to write anything extra in Part-B except price.
- f) The original copy of uploaded document i.e. First part (Part-A) is to be submitted by Post / courier/ by hand to P&ED HQ before opening of Technical bid.

(v) Documents to be submitted in hard copy (in Original)

- a) General particulars of bidder, as provided in e-tender document.
- b) Declaration by The Bidder, as provided in e-tender document
- c) RfP Document fees Draft
- d) All the formats specified in Section 4 (Formats for RfP) of this document;
- e) Documents as per the Check list of Annexure as provided in e-tender document

- f) Power of Attorney of the Bidder, for the person representing his Company/ Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender
- g) **Pass-Phrase Part A:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope. The bidder should mention the OID against the Pass Phrase.
- h) **Pass-Phrase Part B:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope. The bidder should mention the OID against the Pass Phrase.
- i) Blank copy of the in e-tender document and Draft PPA at Format 4.9 signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures
- j) The hard copy should not contain any financial information related to the financial offer.

(vi) Documents to be submitted Online

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

The e-tender prepared and uploaded by the Bidder must be digitally signed on <https://www.bharat-electronictender.com> and shall comprise the following components

- a) Covering letter as provided in e-tender document.at Format –4.1
- b) General particulars of bidder, as provided in e-tender document.
- c) Declaration by The Bidder, as provided in e-tender document
- d) Scanned copy of RfP Document fees Draft
- e) Scanned Copy of Processing fees Draft
- f) Scanned copy of Bank Guarantee (EMD) in the form as per **Format 4.6;**
- g) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium uploaded in original as per **Format 4.2.**

(In the event any Member of the Bidding Consortium is a foreign entity, Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause may be submitted and Uploaded. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- h) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 4.3** along with board resolution from each Member of the

Consortium for participating in consortium;

- i) Format for Qualification Requirements as per **Format 4.4**, as applicable;
- j) Board Resolutions, as per prescribed at **Format 4.5** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - 1. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid;
 - 2. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorised to execute the Power of Attorney in favour of the Lead Member.
 - 3. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - 4. Board Resolutions from Parent and/ or Affiliate (whose credentials have been used), of the Bidding Company/ any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company/ Member of the Bidding Consortium, in event of failure of the same to make such investment.
- k) A disclosure statement as per **Format 4.7** regarding participation of any related companies in this bidding process;
- l) Documents as Check list of Annexure as provided in e-tender document
- m) Blank copy of the in e-tender document and Draft PPA at Format 4.9 signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.
- n) Power of Attorney of the Bidder, for the person representing his Company/ Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender.

The bidder will have to fill the Electronic Form provided at the ISN-ETS Portal as part of Technical Bid.

C. Technical Offer

Bidders shall submit and upload the technical Offer in the formats (4.1 to 4.7) (the “Technical Offer”). As mentioned above in **B** while submitting the Technical Offer, the Bidder shall, in particular, ensure that all the formats are uploaded. The Technical Offer shall not include any financial information relating to the financial offer.

P&ED reserves the right to verify all Statements, information and documents, submitted by the Bidder in response to the RfP. Failure of the P&ED to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the P&ED there under.

D. Financial Offer

- i. The Financial offer of the Bidder shall be submitted online in the Electronic Form provided at the ISN-ETS Portal on the appropriate financial bid Part-B clearly indicating fixed tariff IN Rs____ / kWh upto two decimals for twenty-five years at the Interconnection point duly signed by an authorized signatory. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.
- ii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder.
- iii. The Quoted Fixed Tariff shall be an all-inclusive Tariff up to the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses (if any) from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Quoted Fixed Tariff.

2.23. The Bidder should note that

- 2.23.1. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, P&ED reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.
- 2.23.2. If for any reason the Bid of any Successful Bidder is rejected or Letter of Award issued to such Successful Bidder is cancelled, P&ED may:
 - a. Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or
 - b. Annul the bid process; or
 - c. Take any such measure as may be deemed fit in the sole discretion of P&ED, as applicable.
- 2.23.3. P&ED reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Capacity (after considering the quantum of power offered by Successful Bidder(s) in Clause 3.1.5 II).
- 2.23.4. Language of the Bid shall be English only;
- 2.23.5. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;

- 2.23.6. P&ED may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Fixed Tariff shall be sought or permitted by P&ED.
- 2.23.7. Non-submission and/ or submission of incomplete data/ information required under the provisions of the RfP shall not be construed as waiver on the part of P&ED of the obligation of the Bidders to furnish the said data/ information unless the waiver is in writing.
- 2.23.8. P&ED may verify the Bidder's financial data by checking with the Bidder's lenders/ bankers/ financing institutions/ any other person as necessary.
- 2.23.9. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and obtain independent advice from appropriate sources.

2.24. Bidder to inform itself fully

- 2.24.1. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RfP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 2.24.2. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India.
- 2.24.3. In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956 or the Companies Act, 2013 as applicable, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Procurer/ Authorized Representative shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

- 2.24.4. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer(s). The Procurer(s) shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

2.25. Minimum Equity holding/ Equity Lock-In

- 2.25.1. The aggregate equity shareholding of the Selected Bidder in the issued and paid up equity share capital of the Seller shall not be fall below Fifty One percent (51%) at any time from Effective Date up to a period of three (3) year after commencement of supply of power. Except with the prior approval of procurer.
- 2.25.2. In case of a Bidding Consortium, any Member, other than the Lead Member, shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in Clause 2.25.1 above. In case of a Bidding Company, any investing entity (ies) shall be allowed to divest its equity as long as the other remaining investing entity(ies) hold the minimum aggregate equity specified in Clause 2.25.1 above.
- 2.25.3. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Ultimate Parent Company or Parent Company (ies). If the Successful Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company (ies), the Successful Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified above in 2.25.1 are still maintained.
- 2.25.4. If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the Project Company to another Affiliate or to the Parent Company/ Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate/ Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate/ Parent Company/ Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate/ Parent Company/ Ultimate Parent Company.

All transfers of shareholding of the Project Company by any of the entities referred to above shall be after prior written permission from the Procurer.

- 2.25.5. For computation of effective equity holding, the equity holding of the Successful Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in the Seller shall be computed in accordance with the example given below:
 - a. If the Parent Company or the Ultimate Parent Company of the Successful Bidder A directly holds thirty percent (30%) of the equity in the Seller, then holding of Successful Bidder A in the Seller shall be thirty percent (30%);
 - b. If Successful Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in the Seller, then, for the purposes of ascertaining the minimum equity/ equity lock-in requirements specified above, the effective equity

holding of Successful Bidder A in the Seller shall be fifteen percent (15%), (i.e., 30% x 50%);

2.25.6. The provisions as contained in this clause shall override the terms of the Consortium Agreement submitted as a part of Bid.

2.26. Due Dates

The following shall be the time schedule for completion of the bidding process:

Sl. No.	Event	Schedule	Date
1.	Date of issue of RfP	Zero Date	29.04.2020
2.	Pre-bid meeting	Zero date + 16 days	
3.	Bid submission and opening of Non-Financial Bid	Zero date + 36 days	28.05.2020 & 29.05.2020
4.	Financial Bid Opening (tentative)	Zero date + 48 days	04.06.2020
5.	Reverse Auction process (tentative)	Zero date +49 days	Exact date to be communicated
6.	Approval of Bids and Issue of LoA to Successful Bidder(s)	Zero date + 94 days	Exact date to be communicated to successful bidders.
7.	Signing of PPA	Zero date + 184 days (LoA Date + 90 days)	Exact date will be communicated to successful bidders.
8.	Completion of the following tasks: a. Land Allotment/ Land Purchase allotment. b. Grant for Grid Connectivity. c. Financial closure of the project.	PPA date + 210 days PPA date + 210 days PPA date + 210 days	
9.	Commissioning of Solar PV Power Plant	As mentioned in clause 2.28.	

2.27 Financial Closure

2.27.1. The solar power generator shall attain the financial closure in terms of the PPA, within 07 (Seven) months from the date of execution of the Power Purchase Agreement. At this stage, the SPDs shall report tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit letter from all financial agencies, indicating the tie up of funds. In case the funds have

been arranged from its internal resources a Board Resolution certifying the same shall be submitted by the bidder.

2.27.2. Within twelve months from the date of signing of the PPA, the project developer has to provide evidence that the requisite technical criteria have been fulfilled and required land for project development minimum @1.5 Hectares/ MW is under clear possession of the project developer. In this regard the Project developer shall be required to furnish the following documentary evidences:

- i. Ownership or lease hold rights (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project.
- ii. Requisite documents from the concerned and competent revenue/ registration authority for the acquisition/ ownership/ vesting of the land in the name of Project Developer and in case private land converted for industrial use.
- iii. In case of land to be acquired under the Land Acquisition Act 1894 or its equivalent, the Bidder shall submit copy of notification issued for such land under Section 6 of the Land Acquisition Act 1894 or its equivalent.
- iv. In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue/ registration authority for allotment of the land.

Note:

- i. Change in the location of land from one place to other location is not permitted after twelve months from the signing of PPA or at financial closure, whichever is earlier.
- ii. Quoted capacity in a single bid shall be put up at a single location.
- iii. The land for setting up of the project should be free from all encumbrances.
- iv. The land for setting up of the project should neither have been proposed for other purposes & nor should have been mortgaged.

2.27.3. Within twelve months from the date of signing of PPA, the project developer has to submit the technical feasibility report which includes obtaining a letter from State Transmission Utility confirming technical feasibility of connectivity of the plant to STU substation along with execution of connection agreement. STU will confirm technical feasibility of connectivity of the plant to STU substation within one month of submission of application and required complete documents from the project developer

2.27.4. In case the STU is not in a position to provide connectivity to the proposed solar plant due to technical reasons within the timeframe decided in the connection agreement then there shall be no financial liability on either party.

2.27.5. In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation then the power purchase agreement shall be treated as infructuous without any financial liability on either party.

2.27.6. In case of delay in achieving above condition, as may be applicable, P&ED shall encash Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is caused due to a Force Majeure as per PPA.

2.28 Commissioning/ Schedule Delivery Date

- 2.28.1. The Commissioning/ Scheduled Delivery Date of Solar PV Power Plant shall be 18 months at one location from the date of signing of PPA.
- 2.28.2. For a Project, the maximum time period allowed for commissioning of the full Project Capacity shall be limited to 24 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 24-Feb-2020, then the above deadline for Project commissioning shall be 17-Aug-2021).
- 2.28.3. **Part Commissioning** – In case of Solar PV Projects, Part commissioning of the Project shall be accepted by P&ED / Procurer subject to the condition that the minimum capacity for acceptance of part commissioning shall be 10 MW, without prejudice to the imposition of penalty, in terms of PPA on the part which is not commissioned. However, the SCD will not get altered due to part commissioning, irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD.
- 2.28.4. **EARLY COMMISSIONING** - The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, the procurer may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, the procurer may purchase the generation at PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of Procurer.

2.29 Delay in Commissioning of Power Plant

- 2.29.1. In case of failure to achieve Commissioning / Schedule Delivery Date, provision of RfP/ PPA as mentioned below shall apply:

P&ED shall encash the Performance Bank Guarantee in the following manner: -

In case of delay in commissioning of the Project beyond the SCD until the date as on 18 months from the Effective Date of the PPA (as applicable), as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 10 MW capacity, if commissioning of 5 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $PBG \text{ amount} \times (5/10) \times (18/180)$. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

In case the Commissioning of the Project is delayed beyond the date as on 18 months from the Effective Date of the PPA (as applicable), the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

- 2.29.2. In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in

concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

2.30 Validity of the Bid

The Bidder shall submit the Bid which shall remain valid up to one hundred and eighty (180) days after the Bid Deadline (“Bid Validity”). P&ED reserve the right to reject any Bid which does not meet the aforementioned validity requirement.

P&ED may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. A Bidder accepting P&ED request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the EMD as requested by P&ED.

2.31 Method of Submission

- 2.31.1. The Bidders have the option of sending hard copy of their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach P&ED before the opening of the e-tender. Bids submitted by telex/ telegram/ fax/ e-mail shall not be considered under any circumstances. P&ED shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.
- 2.31.2. It may be noted that Non-Financial price schedule uploaded (Schedule B) shall not contain any information/ document relating to Financial Bid. If uploaded Non-Financial Bid contains any such information/ documents, P&ED shall not be responsible for premature opening of the Financial Bid.
- 2.31.3. All pages of the Bid, except for the EMD (Format 4.6), and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.
- 2.31.4. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by P&ED / Procurer as per Clause 2.23.7.

2.32 Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RfP Documents, etc., P&ED/ Procurer shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

2.33 Opening of Bids

The procedure of opening of the e-tender shall be as under:

2.33.1 First part (PART-A) uploaded having e-tender specification no. and super scribed as “Technical bid” shall be opened at the time and date mentioned in the e-tender notice by P&ED’s representatives in the presence of Bidders, who choose to be present.

2.33.2 Second part (PART-B) containing Financial Bid shall be opened (after clarifications and establishing technical suitability of the offer) as per schedule. Second part of only those Bidders shall be opened whose first part (PART-A) shall be found commercially clear and technically suitable

2.34 Right to withdraw the RfP and to reject any Bid

This RfP may be withdrawn or cancelled by P&ED at any time without assigning any reasons thereof. P&ED further reserves the right, at its complete discretion, to reject any one or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

2.35 Confidentiality

The parties undertake to hold in confidence this RfP and RfP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

2.35.1 to their professional advisors;

2.35.2 to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;

2.35.3 disclosures required under applicable Law,

Provided that the Successful Bidder(s) agrees and acknowledges that any of the Procurers may at any time, disclose the terms and conditions of the RfP and RfP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

SECTION 3

EVALUATION CRITERIA

SECTION 3: EVALUATION CRITERIA

3.1 Bid Evaluation

The evaluation process comprises the following five steps:

- Step I – Responsiveness check
- Step II – Bid Evaluation of Non-Financial Bid
- Step III – Evaluation of Financial Bid
- Step IV – Reverse Auction
- Step V – Successful Bidder(s) selection

3.1.1. STEP I – Responsiveness check

The Bid submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfP.

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

- i. Bid not uploaded at ISN-ETS Portal website <https://www.bharat-electronictender.com> complete with all documents.
- ii. Bids that are incomplete, i.e. not uploaded any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid EMD, Consortium Agreement.
- iii. Bid not received by the due date and time
- iv. Bid having Conflict of Interest
- v. Bid being conditional in nature
- vi. Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium
- vii. Bidder delaying in submission of additional information or clarifications sought by P&ED as applicable;
- viii. Non submission of Cost of Document, Processing fee and EMD in acceptable form along with RfP document;
- ix. Bidder makes any misrepresentation as specified in Clause 2.23.1

3.1.2. STEP II–Evaluation of Non-Financial Bid

Step II (Evaluation of Non-Financial Bid) will be carried out considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission). This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 2 of this RfP.

3.1.3. Step III - Evaluation of Financial Bid

- I. In this step evaluations of Techno-Commercially qualified Bids shall be done based on the “Tariff Bid” quoted by the bidders in the Electronic Form of Financial Bid.
- II. On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 10 MW, then the procedure as elaborated in Clause No. 3.1.4 (ii) of Section 3 of the RfP shall be followed.
- III. In case there is only a single bid is received against the RfP, opening of bid shall be at the discretion of P&ED. On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/ are eligible for opening of financial bid, opening of the financial bid of the Bidder will be at the discretion of P&ED. Thereafter, P&ED will take appropriate action as deemed fit.
- IV. If the tariff quoted is same for two or more Bidders for a particular Project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- V. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No.3.1.4 (ii) of this Section 3 of Rfp.
- VI. Ranking of Bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation:

Bidder	Submitted Financial Bid	Ranking
B1	Rs. 4.60 (Tariff in Rs./ kWh)	L1
B2	Rs. 4.70 (Tariff in Rs./ kWh)	L2
B3	Rs. 4.80 (Tariff in Rs./ kWh)	L3
B4	Rs. 4.80 (Tariff in Rs./ kWh)	L3
B5	Rs. 4.90 (Tariff in Rs./ kWh)	L4
B6	Rs. 4.95 (Tariff in Rs./ kWh)	L5
B7	Rs. 5.00 (Tariff in Rs./ kWh)	L6
B8	Rs. 5.05 (Tariff in Rs./ kWh)	L7

B9	Rs. 5.10 (Tariff in Rs./ kWh)	L8
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VII. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.22.D of this RfP. Any Bid not meeting any of the requirements as per Clause 2.22.D of this RfP may cause the Bid to be considered “Non-responsive” at the sole decision of P&ED. Financial Bid not in conformity with the requirement of Sl. No. (ii) and (iii) of Clause 2.22.D of this RfP shall be rejected. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

3.1.4. STEP IV – Reverse Auction

- I. The reverse auction for the Project capacity shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by P&ED to the eligible Bidders.
- II. The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming $T = T =$ Total Techno-Commercially Qualified Bidders, and

Case	Condition	Formula	Total eligible bidder for e-RA
Case – I	$T \leq 3$	$n = T$	From 1st to ‘nth’ bidder in ascending order
Case – II	$T \leq 3$	(i) $A = (T/2)$ if ‘T’ is even, and (ii) $A = ((T+1)/2)$ if ‘T’ is odd $n = A$ or 3 whichever is higher	

- III. At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent to by email to all bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at clause No. 3.1.4 (ii) of the Rfp.
- IV. Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS Portal website of reverse auction 15 minutes before the start time of reverse auction.
 - 1. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
 - 2. The minimum decrement value for discounted tariff shall be $\square 0.01$ per kWh. The Bidder can mention its revised discounted tariff which has to be at least 1 (one) paisa less than its current tariff.
 - 3. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous

- clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
4. During Reverse Auction, the bidder shall not have the option of changing the project capacity while quoting tariff during reverse auction.
 5. In the bidder's bidding window, the following information can be viewed by the bidder:
 - a) Its tariff as their initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - b) The list of all the bidders with their following details: Pseudo Identity, last quoted tariff and project capacity.
- V. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (Five) minutes from the scheduled/ extended closing time if a bid is received in last 5 (Five) minutes of the closing time of the Auction. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
- a) **Green Zone:** This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.
 - b) **Yellow Zone:** This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
 - c) **Red Zone:** This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.
 - d) **Blue Zone:** This zone consists of the Bidders whose quotes are the same and submitted simultaneously. If the Auction gets closed at that instant, then the Award of these bidders will be on the basis of Net Worth of the bidders. If the Net Worth of the bidders is also the same, the Award will be done by deciding the Awardee through a Toss.

If no such change as described above is effected during the last 5 (Five) minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

3.1.5. STEP V – Successful Bidder(s) Selection

Bids qualifying in Step IV shall only be evaluated in this stage.

- I. The Ranking of the bidders will start from the bidder quoting the lowest Tariff after the reverse auction. Bidder quoting the lowest Fixed Tariff for 25 years shall be declared as the Successful Bidder for the quantum of power (in MW) offered by such Bidder in its Financial Bid.
- II. The selection process of the Successful Bidder as mentioned above in Clause I shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Capacity is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.
- III. At any step in the process in Clause II above, in case the Requisitioned Capacity has not been achieved and the offered capacity of the Bidder with the lowest Fixed Tariff after reverse

auction amongst the remaining Financial Bids is larger than the balance Requisitioned Capacity, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.

- IV. The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity i.e. less than 5MW. Provided however in case only one Bidder remains at any step of the selection process and the balance Requisitioned Capacity exceeds the Minimum Bid Capacity, Financial Bid(s) of such Bidder shall be considered and the selection of the Bidder shall then be at the sole discretion of P&ED.
- V. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

- VI. The Letter(s) of Award shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.1.5.
- VII. There shall be no negotiation on the Quoted Fixed Tariff between P&ED/ Procurer and the Bidder(s) during the process of evaluation.
- VIII. Each Successful Bidder shall unconditionally accept the LoA, and record on one (1) copy of the LoA, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to P&ED within seven (7) days of issue of LoA.
- IX. Preference in providing Grid connectivity to choice of substation by bidder will be based on the Priority ranking of the successful bidders. The Ranking of the bidders will be done starting from the bidder quoting the lowest Tariff after the reverse auction. In case of last quoted tariff of two or more Bidders being same at the end of the e-RA, bidder quoting for more capacity will be given a higher ranking. In case of bidders quoted capacity also is same higher ranking will be given to the bidder quoting lower tariff in financial bid. In case of same tariff quoted in financial bid ranking will be done based on draw of lots. For Priority ranking in availing Grid connectivity Bidder has to apply for connectivity within 90 days from the award of LoA. However, priority ranking will be provided to bidder after deposition of Performance Bank Guarantee with P&ED
- X. If the Successful Bidder, to whom the Letter of Award has been issued, does not fulfill any of the conditions specified in Clauses 2.17 and 2.19, P&ED reserves the right to annul the award

of the Letter of Award of such Successful Bidder. Further, in such a case, the provisions of Clause 2.23.2 shall apply.

- XI. P&ED, in its own discretion, has the right to reject any one or all Bids if the Single Quoted Tariff after reverse auction is not aligned to the prevailing market prices.

SECTION 4

FORMATS FOR BID SUBMISSION

SECTION 4: FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification

Requirements set forth in Clause 2.11 of Section 2 and other Bid submission requirements specified in the RfP.

- i. Format of Covering Letter (Format 4.1)
- ii. Formats for Power of Attorney (Format 4.2)
- iii. Format for the Consortium Agreement (Format 4.3)
- iv. Format for Qualification Requirement (Format 4.4)
- v. Format for Board Resolutions (Format 4.5)
- vi. Format for EMD (Format 4.6)
- vii. Format for Disclosure (Format 4.7)
- viii. Format for Performance Bank Guarantee (Format 4.8)
- ix. RfP & PPA Document (Format 4.9)
- x. List of Banks (Format 4.10)
- xi. General Particulars of Bidder (Format 4.11)

Format 4.1: Covering Letter

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

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To,
Engineer-in-Chief,
Power & Electricity Department,
Kawlphetha Building, New Secretariat Complex,
Khatla, Aizawl, Mizoram – 796001

Sub: Response to RfP for “Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram” dated [Insert date]

Dear Madam/Sir,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RfP and RfP Documents for Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram for meeting the requirements of the Procurer(s) hereby submit our Bid comprising of Financial Bid and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfP.

1. We give our unconditional acceptance to the RfP, dated [Insert date in dd/mm/yyyy] and RfP Documents attached thereto, issued by P&ED, as amended. In token of our acceptance to the RfP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that the Seller shall execute such RfP Documents as per the provisions of the RfP and provisions of such RfP Documents shall be binding on us.
2. We confirm that our Bid meets the following conditions:

- a. The Scheduled Delivery Date is not later than the date specified in the RfP, subject to the provisions of the PPA.
- b. The quantum of capacity offered in our Bid is **MW** (Insert total capacity offered) which is equal to or greater than the Minimum Bid Capacity. The Solar PV Project is going to be located at (insert location of project)

3. EMD

We have enclosed a EMD of Rs. (Insert Amount), in the form of bank guarantee no..... (Insert number of the bank guarantee) dated [Insert date of bank guarantee] as per Format 4.6 from (Insert name of bank providing EMD) and valid up to.....in terms of Clause 2.13 of this RfP. The offered quantum of power by us is MW (Insert total capacity offered)

- 4. We have submitted our Financial Bid strictly as per Schedule B of this RfP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by P&ED in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

6. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RfP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.24 of RfP have been fully examined and considered while submitting the Bid.

7. Contact Person

Details of the contact person are furnished as under:

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

- 8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP and subsequent communications from P&ED.
- 9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the

RfP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

10. "We undertake that we shall not submit any bid, on the basis of the same generation source and quantum of capacity from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LoA or the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and eighty (180) days from the Bid Deadline."
11. *(Insert in case of incorporation of Project Company by the Bidding Company/ Bidding Consortium)*
We undertake that if we are selected as the Successful Bidder we shall transfer all Consents, Clearances and Permits in the name of the Project Company within the period specified in the PPA, if such Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company prior to the submission of our Bid.
12. We confirm that the Financial Bid conform(s) to all the conditions in the RfP including:
 - a. The tariff quoted by us is the Fixed tariff for 25 years of PPA, and same shall be paid by procurer for the tenure of PPA per kWh of power injected into grid.
 - b. Financial Bid is/ are as per Bid Schedule B and is submitted duly signed by the authorized signatory.
 - c. Financial Bid is/ are unconditional
13. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) days from the Bid Deadline.
14. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 2.22, of this RfP.
15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply

Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1iv (a)]

Format 4.2: Power of Attorney

Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,,.....and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfP (in the event selected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts

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

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

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

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

Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1 iv (b)]
(Name Designation Place: Date :)

Accepted

(Signature, Name, Designation and Address of the person authorised by the board of the Lead Member as per Clause 2.22.1 iv (a))

Attested

(Signature of the executant)

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

Place: -----

Date: -----.

Format 4.3: Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/S....., M/S.....,

M/S..... AND M/S.....

FOR (.....)

AS PER CLAUSE 2.13

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), M/s..... a company incorporated under the laws ofand having its Registered Office at (Hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RfP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RfP and ensure execution of the RfP Documents as may be required to be entered into with P&ED.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS P&ED desired to procure power from Grid Connect Solar PV Power Projects through tariff based competitive bidding process.

WHEREAS, P&ED had invited Bids, vide RfP dated [Insert date] issued to..... [Insert the name of purchaser of RfP]

AND WHEREAS Clause 2.11.2 of the RfP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Performance Bank Guarantee as required as per the provisions of the RfP, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidder by P&ED, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (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).
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. 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 Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. *(Insert as applicable)* The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RfP, within thirty (30) days of issue of LoA provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name(Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RfP Documents.

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 in the Project Company
Party 1	
Party 2	
.....	
Party n	
Total	100%

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

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead

Member shall be liable to meet the equity obligation.

6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. 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.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Aizawl alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the EMD, as stipulated in the RfP, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee on behalf of the Seller in favor of the Procurer(s), as stipulated in the RfP and PPA. The Lead Member shall be responsible for ensuring the submission of the PBG on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Procurer(s).
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP for the purposes of the Bid.
13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further 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 supply of power envisaged in the RfP Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its/ their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior

written consent of the Procurer(s).

This Consortium 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 Procurer(s):

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....

For and on behalf of Consortium Member (party 1) M/s.....

.....
(Signature)
Name:
Designation:.....

.....
(Signature of authorized representative)
Name:
Designation:
Place:
Date:

Witness¹:
1.
.....
(Signature)
Name
Designation.....

2.
.....
(Signature)
Name
Designation.....

¹ Separate witness for each Consortium Member should fill in the details.

Common Seal of has been affixed in my/our presence pursuant to the Board of Director's resolution dated

For and on behalf of Consortium Member (Party n) M/s.....

.....
(Signature)
Name:
Designation:.....

.....
(Signature of authorized representative)
Name:
Designation:
Place:
Date:

Witness²:
1.
.....
(Signature)
Name
Designation.....

2.
.....
(Signature)
Name
Designation.....

Attested:
.....
(Signature)
(Notary Public)

Place:
Date:

² Separate witness for each Consortium Member should fill in the details.

Format 4.4 (A): Qualification Requirement –Financial

[On the Letter Head of the Bidding Company/ Lead Member]

To,
**Engineer-in-Chief,
 Power & Electricity Department,
 Kawlphetha Building, New Secretariat Complex,
 Khatla, Aizawl, Mizoram – 796001**

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram” dated [insert date]

We submit our Bid for the total capacity of **MW** [Insert total offered capacity in MW;] and the location of the project is [insert location of project] for which we submit details of our Qualification Requirements.

[Note: Applicable in case of Bidding Company]

We certify that the Bidding Company/Member in a Bidding Consortium [*Strike out if not applicable*] had a minimum Networth of Rs.----crore (Rupees ----- Crore) or equivalent US\$ based on unconsolidated audited annual accounts of any of the last three (3) financial years -----[*indicate last three financial years*] [*Strike out the financial years not applicable*]. This Networth has been calculated in accordance with instructions provided in Clause 2.10.1 of the RfP.

For the above calculations, we have considered the Networth by Bidding Company and/ or its Parent/ Affiliates for the financial year _____ as per following details:

Name of Company	Relationship with Bidding Company*	Networth (Rs. Crore)#	Financial Year
1			
2			
3			
....			
Total Networth			

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the

format.

The Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

[Note: Applicable in case of Bidding Consortium]

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

- i. Name of Member:
- ii. Total Networth requirement: Rs _____crores
- iii. Percentage of equity commitment by the Member ___%
- iv. Networth requirement for the Member***: Rs. _____crores.

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

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Company	Relationship with Member*(Parent/ Affiliate)	Networth**(Rs. Crore)
Company 1		

Total		

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

** Networth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company, the Networth shall be computed and evaluated on the basis of the sum total of the capacity offered by the Bidder in its Financial Bids.

Yours faithfully

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

**(Signature and Stamp of
Chartered Accountant/ Statutory Auditor)**

RfP for Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram

Date:

Note:

Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Statutory Auditor.

Format 4.4 (B): Qualification Requirement – Technical

(This format should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

To,

**Engineer-in-Chief,
Power & Electricity Department,
Kawlphetha Building, New Secretariat Complex,
Khatla, Aizawl, Mizoram – 796001**

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram” dated [insert date]

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.10.2.

2.35.3.1 Type of Company

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Company acting as the Lead Member of the Bidding Consortium. Short listing of Bidders will be based on meeting the Qualification Requirement as specified below:-

- i. The Bidder should be a company, as defined in the Electricity Act, 2003 and incorporated under the Companies Act, 1956 or the Companies Act, 2013 as applicable and are eligible on standalone basis or as a part of the bidding consortium.
- ii. A foreign company on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Companies Act, 1956 or the Companies Act, 2013 as applicable;
- iii. Companies shortlisted in RfP can also execute the project through a Special Purpose Vehicle (SPV). However, the SPV has to be formed before signing of PPA.

Limited Liability Partnerships (LLPs) are not eligible for participation.

MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

- a) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 3 (three) years from the COD (as defined in PPA), except with the prior approval of the Procurer. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 3 (three) years from the COD, except with the prior approval of the Procurer. Further, the successful bidder shall ensure that its promoters

shall not cede control* of the bidding company/ consortium till 3 (three) years from the COD, except with the prior approval of the Procurer. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.

- b) Any change in the shareholding after the expiry of 3 (three) years from the COD can be undertaken under intimation to Procurer.
- c) In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with the Procurers.”

* The expression ‘control’ shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of Clause 2.10.2.2 under the title “Financial Closure”.

Yours faithfully

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

Date:

Format 4.4 (C): Qualification Requirement – Consents, Clearances and Permits

(This format should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

To,
**Engineer-in-Chief,
Power & Electricity Department,
Kawiphetha Building, New Secretariat Complex,
Khatla, Aizawl, Mizoram – 796001**

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram” dated [insert date]

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.10.3.

1. **LAND** (Requirement of land would be considered as indicated in the proposal filed with the competent authority for according No Objection Certificate (NOC) for the Project):

In case of land to be acquired under the Land Acquisition Act 1894 or its equivalent - We declare that the total land, as indicated in the application filed with the competent authority for according No Objection Certificate, is being acquired under the Land Acquisition Act 1894 and copy of notification issued for such land under Section 6 of the Land Acquisition Act, 1894 is enclosed.

In all other cases - We declare that the total land for setting up the solar PV power project as indicated in the application filed with the competent authority for according No Objection Certificate, has been allotted/ leased and is in possession and the certificate by concerned and competent revenue/ registration authority for allotment of the land for setting up the project is enclosed.

In case of non-availability of land– We declare that the documentary evidence will be produced by us for the availability of land for setting up solar power projects within 360 days of the signing of PPA and will provide evidence that the requisite technical criteria have been fulfilled and required land for project development minimum @1.5 Hectares/ MW is under clear possession of the project developer. In a case under non fulfillment of documentary evidence of Land for setting up the project will implicate the penalties as mentioned under Clause 2.29 of the RfP.

2. **Grid Connectivity**

1. After selection as successful Bidder We will approach to Discom/ Transco for providing connectivity for our solar PV power project of ... MW proposed to be located at _____ [Insert

location of the Project if being established in Mizoram], with the State grid at appropriate voltage level.

2. We confirm that the location of our plant will be technically feasible for the connectivity of our plant with the State grid from the Discom/ Transco Substation within twelve months of signing of PPA.

3. Technology

The detail of the technology used/to be used are uploaded as per the standards as mentioned in Annexure A.

Yours faithfully

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

Date:

Format 4.5: Board Resolution

(Format for the Board resolution to be passed)

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

1. **RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Response to RfP for “Selection of Developer(s) for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram” by the P&ED/ Procurer(s)” in the country of India, including signing and submission of all documents and providing information/ Bid to P&ED, representing us in all matters before P&ED/ Procurer(s), and generally dealing with P&ED/ Procurer(s) in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or the Companies Act, 2013 as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----[*Insert the name of other Members in the Consortium*] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. Further, the RfP and RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT Mr/Ms....., be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. **(To be provided by the each Member of the Bidding Consortium except the Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such

additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfP. **(To be passed by the Lead Member of the Bidding Consortium)**

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for Response to RfP for “Selection of Developer(s) for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram by P&ED” and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Performance Bank Guarantee required to be submitted as per Clause 2.19 of the RfP and confirm that in the event of failure by ---- M/s.....(Insert Name of Bidding Company/ Consortium Member(s)) to submit the Performance Bank Guarantee, we shall submit the Performance Bank Guarantee.
(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)

Certified true copy

(Signature, Name and stamp of Company Secretary/Director)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) Memorandum and Articles of Association of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.
- 3) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 4) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 or the Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

Format 4.6: EMD

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the (Insert name of the Bidder) submitting the Bid *inter alia* for Response to RfP for **“Selection of Developer(s) for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram”** for meeting the requirements of P&ED in response to the RfP dated[Insert date of RFP] issued by P&ED, (hereinafter referred to as **P&ED/ Procurer(s)**) and such P&ED / Procurer(s) agreeing to consider the Bid of [Insert the name of the Bidder] as per the terms of the RfP, the(Insert name and address of the bank issuing the EMD, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to P&ED / Procurer(s) or its authorized representative at Power & Electricity Department, Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl, Mizoram – 796001 forthwith on demand in writing from P&ED/ Procurer(s) or any representative authorized by it in this behalf an amount not exceeding Rupees (Rs.....) only [Insert amount not less than as calculated as per Clause 2.18 of RfP], on behalf of M/s.[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of EMD in accordance with Clause 2.18 of this RfP) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees (Rs.....) only. Our Guarantee shall remain in force until [Date to be inserted by P&ED / Procurer(s)] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date,].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from P&ED / Procurer(s) or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to P&ED / Procurer(s) or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require P&ED/ Procurer(s) or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against P&ED/ Procurer(s) or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Aizawl shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, P&ED/ Procurer(s) or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by P&ED/ Procurer(s) or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the P&ED/ Procurer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the P&ED/ Procurer(s) to any entity to whom it is entitled to assign its rights and obligations under the RFP Documents.

The Guarantor Bank hereby agrees and acknowledges that P&ED/ Procurer(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs (Rs..... only) and it shall remain in force until [Date to be inserted on the basis of Clause 2.18 of RfP], We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if P&ED/ Procurer(s) or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

Signature
Name and address.

2.

Signature
Name and address

Signature

Name:
Designation with Bank Stamp

Attorney as per power of attorney No.

For:

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

Banker's Stamp and Full Address:

Dated this day of 20.....

Note: The Stamp Paper should be in the name of the Executing Bank.

Format 4.7: Disclosure

(On the Letter Head of Bidding Company / Each Member in a Bidding Consortium)

Disclosure

To,

**Engineer-in-Chief,
Power & Electricity Department,
Kawlpheha Building, New Secretariat Complex,
Khatla, Aizawl, Mizoram – 796001**

Sub: Bidders' Disclosure for Response to RfP for "Selection of Developer(s) for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram" dated [insert date]

Dear Madam/ Sir,

We hereby declare that our Parent, Affiliate or Ultimate Parent with which we have direct or indirect relationship are not separately participating in this Bid.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if LoA has been issued, the same will be cancelled and the available bank guarantees will be encashed.

Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board]

Format 4.8: Performance Bank Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

(Note: - Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

In consideration of the[Insert name of the Successful Bidder with address] agreeing to undertake the obligations under the PPA and the other RfP Documents and P&ED / Procurer(s)(herein after referred to as **P&ED / Procurer(s)**), agreeing to execute the RfP Documents with the Successful Bidder for **“Selection of Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram” for meeting the requirements of P&ED/ Procurer**, the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as **“Guarantor Bank”**) hereby agrees unequivocally, irrevocably and unconditionally to pay to the P&ED / Procurer at Power & Electricity Department, Kawlphetha Building, New Secretariat Complex, Khatla, Aizawl, Mizoram forthwith on demand in writing from the P&ED/ Procurer(s) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees only [Insert the amount of the bank guarantee computed on the basis of 7.50 lakhs/ MW with respect to the Contracted Capacity of P&ED/ Procurer as per the terms of PPA] on behalf of M/s. [Insert name of the Successful Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including[Insert date of validity of PBG] and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the PPA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs.only).Our Guarantee shall remain in force until..... [Insert the date of validity of the Guarantee as per Clause 2.19 of the RfP]. P&ED/ Procurer shall be entitled to invoke this Guarantee up to one (1) months of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from P&ED/ Procurer(s), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to P&ED/ Procurer(s).

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by,.....[Insert name of the Successful Bidder]

and/ or any other person. The Guarantor Bank shall not require P&ED/ Procurer(s) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against P&ED/ Procurer(s) in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Aizawl shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly P&ED/ Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder/ Seller, to make any claim against or any demand on the Successful Bidder/ Seller or to give any notice to the Successful Bidder/ Seller or to enforce any security held by P&ED/ Procurer or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder/ Seller.

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

The Guarantor Bank hereby agrees and acknowledges that P&ED/ Procurer(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.crores (Rs. crores only) and it shall remain in force until[Date to be inserted on the basis of Articleof PPA]. with an additional claim period of one (1) month thereafter This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by [Insert name of the Successful Bidder/ Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if P&ED/ Procurer serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

Signature

RfP for Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram

1.

Signature
Name and address.

Name:
Designation with Bank Stamp

2.

Signature
Name and address

Attorney as per power of attorney No.

For:

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

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

The Stamp Paper should be in the name of the Executing Bank. This date shall be one (1) month after the Bid Validity.

RfP for Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram

Format 4.9: Formats for RFP Documents

ENCLOSURE 1:- Power Purchase Agreement (PPA)

Format 4.10: List of Banks

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Common Wealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Ban
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of Indi	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corprn. Ltd.	10. Catholic Syrian Bank

RfP for Selection of Solar Power Developer for Setting up of 10 MW Grid Connected Solar Photo Voltaic Power Project at various locations within the state of Mizoram

8. Standard Chartered Ban	11. City Union Bank
9. Societe Generale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Mizoram Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

Format 4.11: General Particulars of Bidder

1.	Name of Bidder	
2.	Postal Address	
3.	Mobile no.	
4.	Telephone, Telex, Fax No	
5.	E-mail	
6.	Web site	
7.	Name, designation and Mobile Phone No. of the representative of the Bidder to whom all references shall be made	
8.	Have the Bidder ever been debarred By any Govt. Deptt./ Undertaking for undertaking any work?	
9.	GST No.	

Annexure A

Solar PV Projects

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

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

1. PV Module Qualification

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

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

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements: IEC61683

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

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards. Further all Solar PV modules and Solar cells used in the projects will be from the Models and manufacturers included in the ALMM (Approved List of Models & Manufacturers) issued by MNRE

Sl. No)	Product	Indian Standard Number	Title of Indian Standard)
1	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval
2	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part 1) IS/IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5	Utility – Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility Interconnected Photovoltaic Inverters
6	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test

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 EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. **Floatation System:** The Floatation system must conform to the latest edition of any of the following IEC/ equivalent standards as specified below:

Description	code
Test for Environmental Stress Cracking of HDPE)	ASTM D1693 (or equivalent ISO Standards)
Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics & Electrical Insulating Materials	ASTM D790, ISO 178
Standard Test Method for Tensile Properties of Plastics	ASTM D638, ISO 527
Full Notch Creep Test (FNCT)	ISO16770
Standard Practice for Xenon-Arc Exposure of Plastic intended for outdoor Applications	ASTM D2565 , ISO 4892 - 2
Standard Practice for fluorescent ultraviolet (UV) lamp apparatus exposure of plastics	ASTM D4329, ISO 4892 - 3
Standard Test Method for Environmental Stress Cracking of Ethylene plastics	ASTM D1693-15 (or equivalent ISO Standards)
Test for Restriction of Hazardous Substances	RoHS directive 2002/ 95/EC

5. **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.

6. Warranty

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.

7. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cell
- 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.

8. 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 Procurer and P&ED 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 Procurer and P&ED or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

9. 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.

PART B (Financial Bid)

e-tender NO. _____

Name of Bidding Company:

Address of Bidding Company/ Lead Member of the Bidding Consortium)

S.no	Description	Unit	Tariff for 25 years Rs /kWh
1	Fixed Tariff Offered of Electrical Power for 25 years.	Rs/kWh	

1	Project Capacity	MW	
2	Considering Capacity Utilization Factor	%	

- Bidder while computing the Quoted Tariff shall have taken into consideration the Capacity charges as well as Energy Charges depending upon the source and all escalations expected. No separate escalation shall be provided for tariffs. All the risk factors as well as escalation factors should be taken into consideration before quoting the Fixed Tariff.
- The Fixed Tariff in Rs./ kWh shall be provided up to two (2) decimal points.
- All pages of this Format shall be signed by the authorized signatory.
- The contents of this format shall be clearly typed.

(Signature of Bidder)
With seal

To be uploaded in Part B.

Other document / condition, terms if enclosed will liable to be rejection of bid.

Annexure B

Special instructions to Bidders for e-Tendering

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, Power & Electricity Department (P&ED) has decided to use the portal <https://www.bharat-electronictender.com> through ISN-ETS Portal, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

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

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

Digital Certificates

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

Registration

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

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

Important Note:

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

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

Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all working days i.e. Monday to Friday except Government Holidays)
Email-ID	Email id.: support@isn-ets.com [Please mark CC: support@electronictender.com]

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Part A (Technical-Bid)
 - Part B (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit all the documents physically in hard copy also as per clause 2.22, failing which the technical bids will not be opened.

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

Special Note on Security and Transparency of Bids

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

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

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

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

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

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

Other Instructions

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

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

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-Reverse Auction

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

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Annexure C

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), P&ED shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 3 and other provisions of Reverse Auction in RfP Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

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

- d) Technical and other non-commercial queries (not impacting price) can only be routed to the P&ED contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LoA, signing of PPA etc. would be transacted directly between successful bidder(s) and P&ED.
- f) LoA shall be placed outside the ISN-ETS e-portal & further processing of the LoA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) P&ED will 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.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

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

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

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 3 and other provisions of Reverse Auction in RfP documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

S.No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	05 minutes
3.2	Automatic extension Time-Duration	05 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Part B)

Online Reverse Auction shall be conducted by P&ED on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by P&ED. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. P&ED shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

P&ED reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

P&ED shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of P&ED shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfP document and other correspondences, if any, till date.