

# **KERALA STATE ELECTRICITY BOARD LIMITED**

REQUEST FOR SELECTION

**Bid No. UTILITY/KSEBL/LTSP/2020-21/ET/46 dated 18-09-2020**

FOR

PROCUREMENT OF 200 MW SOLAR POWER ON LONG TERM BASIS (25 YEARS)  
FROM GROUND MOUNTED GRID CONNECTED SOLAR PHOTOVOLTAIC  
POWER PROJECTS

ISSUED BY

The Deputy Chief Engineer (Commercial and Planning), KSEBL  
with full powers of Chief Engineer

8<sup>th</sup> Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram – 695 004

Tel: 0471-2514473, 9446008581; email: dce.cp@kseb.in

As per the Bidding Guidelines No.23/27/2017–R&R-1 dated 3rd August, 2017  
and its clarifications / amendments issued by the Ministry of Power in  
terms of Section 63 of the Electricity Act, 2003

## INDEX

DISCLAIMER	4
SECTION I INTRODUCTION	
Definitions	6
1. Background	12
SECTION II BID PROCESS	
PART A. GENERAL	
2. Bid Process	21
3. Eligibility of Bidders	24
4. Clarifications on Bid Documents and Pre-Bid Meetings	32
5. Amendment of Bid Documents	33
PART B. EARNEST MONEY DEPOSIT AND PERFORMANCE BANK GUARANTEE	
6. Earnest Money Deposit	34
7. Performance Bank Guarantee	36
PART C. PREPARATION AND SUBMISSION OF BIDS	
8. Number of Bids	36
9. Cost of Bidding	36
10. Language of Bid and Correspondence	37
11. RFS Due Date	37
12. Validity of Bids	37
13. Currencies of Bid	38
14. Bidder to inform fully	38
15. Online Submission of Bid	39
PART D. EVALUATION OF PROPOSAL	
16. Evaluation criteria	43
17. E-Reverse Auction	45
18. Determination of Responsiveness of the Financial Bids	45
PART E. E-REVERSE AUCTION PROCESS	
19. E-Reverse Auction Process	46
20. Selection of Successful Bidder	46
21. Other Terms and Conditions	47
PART F. LETTER OF AWARD AND SIGNING OF POWER PURCHASE AGREEMENT	
22. Letter Of Award	48

23.	Signing of Power Purchase Agreement	49
	PART G. MISCELLANEOUS	
24.	Bid Documents	51
25.	Acknowledgement by Bidder	51
26.	Rights of the KSEBL	52
27.	Correspondence with Bidders	53
28.	Confidential Information and Proprietary Data	53
29.	Fraud and Corrupt Practices	54
30.	Governing Law and Jurisdiction	56
31.	Interpretations	56
32.	Change in Law	56
	Format 1 Format of Covering Letter	60
	Format 2 Format for Power of Attorney	65
	Format 3 Format for Consortium Agreement	67
	Format 4 Format for Submitting Qualification Requirements	71
	Format 5 Format for Board Resolution	75
	Format 6 Format of Bank Guarantee for Earnest Money Deposit	77
	Format 7 Format of Financial Proposal / Bid	79
	Format 8 Format for Disclosure by the Bidder	80
	Format 9 Format for Details of Proposed Generation Plant	81
	Format 10 Format for Bid Agreement	82
	Format 11 Format for No Deviation Certificate	84
	Format 12 RfS Documents	87
	Format 13 Format for Clarification/Amendments etc	88
	Format 14 Format of Letter for Check on Connectivity	89
	Format 15 Format of Performance Bank Guarantee	90
	Format 16 List Of Banks	93
	Format 17 Check List	94
	Format 18 Statement of Technical Requirements	95

## **DISCLAIMER**

The information contained in this Request for Selection document (the "RfS") or any other information subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Kerala State Electricity Board Ltd (KSEBL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RfS and such other terms and conditions subject to which such information is provided. This RfS is not an agreement and is neither an offer nor invitation by KSEBL to the prospective Bidders or any other person. The purpose of this RfS is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RfS (the "Bid").

This RfS includes statements, which reflect various assumptions and assessments arrived at by KSEBL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfS may not be appropriate for all persons, and it is not possible for KSEBL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfS. The assumptions, assessments, statements and information contained in this RfS may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfS and obtain independent advice from appropriate sources.

Information provided in this RfS to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The KSEBL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

KSEBL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfS or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfS and any assessment, assumption, statement or information contained therein or deemed to form part of this RfS or arising in any way in this Bidding Process.

KSEBL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfS.

KSEBL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfS.

The issue of this RfS does not imply that KSEBL is bound to select a Bidder or to appoint the Developer, as the case may be, for the Project and KSEBL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The statements and explanations contained in this RfS and any other Bid Documents are intended to provide an understanding to the Bidders about the subject matter of this RfS and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder(s) that will be set out in the Power Purchase Agreement or KSEBL's right to amend, alter, change, supplement or clarify the terms of this RfS or the Power Purchase Agreement. Consequently, any omissions, conflicts or contradictions in the Bid Documents (including this RfS) are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by KSEBL.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KSEBL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KSEBL 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**SECTION 1**  
**INTRODUCTION**  
**DEFINITIONS**

The capitalized terms shall be interpreted in accordance with the Electricity Act 2003, Grid Code or regulations or orders as issued by appropriate Commission, Guidelines for Tariff based Competitive Bidding Process for procurement of Solar power from Grid connected Solar PV Projects of Ministry of power dated 03.08.2017, or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

1. **Act or Electricity Act 2003:** The Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
2. **Addendum/Addenda:** Shall mean the addendum or addenda to the RfS.
3. **Affiliate:** A person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.
4. **Appropriate Commission:** Shall mean the Kerala State Electricity Regulatory Commission (KSERC) or such other succeeding authority or commission.
5. **Bank Guarantee:** The Bank Guarantee issued in favour of KSEBL by any Nationalised Bank or Scheduled Bank in India.
6. **Bid:** The Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RfS, in accordance with the terms and conditions hereof. The Bid shall be valid for a period of not less than 150 days from the Bid due date.
7. **Bidder:** Single 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.
8. **Bidding Company:** Such single company or a Lead Member (in the case of a Consortium) that has submitted the Bid in accordance with the provisions of this RfS.
9. **Bidding Consortium:** A group of companies that has collectively submitted the Bid in accordance with the provisions of this RfS
10. **Bid Due date:** The date and time for Bid opening in response to this RfS as specified in this RfS.
11. **CEA: shall mean Central Electricity Authority.**

12. **CERC:** shall mean the Central Electricity Regulatory Commission, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
13. **Commercial Operation Date (COD):** The date on which the commissioning certificate is issued by the Generator upon the successful commissioning of the full capacity of the project or the last part capacity of the project as the case may be.
14. **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 RfS if they have a relationship with each other, directly or indirectly through a common company ownership or directorship, that puts them in a position to have access to information about or influence the Bid of another Bidder.
15. **Consents, clearances and permits:** All authorizations, licenses, approvals, registrations, permits, waivers, privileges, Consents, Clearances, 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.
16. **Contracted Capacity:** The net capacity in MW contracted between the Generator (SPG) and KSEBL at the Delivery Point as provided in the PPA.
17. **Contract year:** The period beginning on the Scheduled Commissioning 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.
18. **CTU:** shall mean Central Transmission Utility, which is a Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
19. **Delivery Point:** shall mean the point at voltage level of 132 kV or above of any ISTS Sub-station owned by CTU to which the solar power project is connected through a dedicated transmission line. Metering shall be done at this point. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations / Grid Code notified by CERC and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed there under by the appropriate commission or CEA.  
All charges and losses relating to transmission of power from the project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC / SLDC charges etc) as notified by the competent authority / regulator shall

be borne by the SPG and all charges and losses beyond the Delivery Point upto Kerala periphery is exempted for all projects achieving CoD till 30.06.2023 for a period of 25 years from CoD. The SPG shall ensure availability of entire energy delivered at Delivery point at Kerala periphery (KSEBL interconnection with CTU in SR) and KSEBL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA.

In case of bidders offering power from plants located entirely within the State of Kerala, the metering point shall be at the power evacuation substation / switchyard forming part of the Intra State Transmission Network in the State of Kerala.

- 20. Earnest Money Deposit (EMD)/Bid Security:** The amount to be submitted in the form of a bank guarantee along with response to RfS as specified in Part B Clause 6(a) of this RFS.
- 21. Effective date:** The date from which the Power Purchase Agreement becomes effective as defined in the PPA.
- 22. Financial bid:** The cover / Part of the Bid, containing the Bidder's Quoted Tariff as per this RfS.
- 23. Grid Code/State Grid Code:** shall mean the Grid Code specified by CERC under clause (h) of sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or State Grid Code as specified by KSERC referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act.
- 24. Interconnection Point or Injection Point:** Shall mean the point at voltage level 132 kV or above, where the power from the Solar Power Project is injected into the identified ISTS Substation owned by CTU. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPGs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

In case of bidders offering power from plants within the State of Kerala interconnection/injection point shall be,

- (a) The line isolator, if voltage transformation is not required for connecting to the Intra State Transmission Network in the State of Kerala;

or



- (b) The bus isolator at the voltage of injection, if voltage transformation is required before connecting to substation / Switchyard of the Intra State Transmission Network in the State of Kerala.
- 25. Interconnection facilities:** shall mean the facilities on SPG's side of the Delivery Point for transmitting and metering the electrical output in accordance with this agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment, metering system etc as per the terms of the PPA.
- 26. Kerala Bidder:** For the purpose of this bid, term Kerala Bidder shall mean a bidder who proposes to install the solar PV power plant, as per this bid, entirely within the state of Kerala.
- 27. KSEBL:** The Kerala State Electricity Board Limited, a company incorporated under the Indian Companies Act, 1956, having its headquarters at Vydhyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004 or its successors or assigns.
- 28. KSERC:** The Kerala State Electricity Regulatory Commission constituted under Section 82 of the Electricity Act, 2003.
- 29. Law:** The same meaning as ascribed thereto in the PPA.
- 30. Lead member of the bidding consortium or the lead member:** 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 this RfS.
- 31. Letter of Award or LOA:** The letter to be issued by KSEBL to the Successful Bidder(s) for supply of power.
- 32. Member of a bidding consortium or consortium member:** Each company in the Bidding Consortium which has executed the Consortium Agreement.
- 33. Metering point:** The point at which energy supplied to KSEBL is measured, which shall be the Interconnection Point.
- 34. Minimum Bid/Project Capacity** shall mean either (a) the minimum solar power plant capacity or (b) aggregate capacity of multiple plants pooled at a single injection / metering point, in MW specified by the KSEBL for which the Bidder is required to submit its Bid, which shall be 5 MW.
- 35. Non financial bid:** The cover I and II of the Bid containing the documents as specified in the RfS.

- 36. Parent company:** A company that holds not below fifty one percent (51%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be.
- 37. Performance Bank Guarantee (PBG):** The irrevocable, unconditional bank guarantee, to guarantee the agreed performance as per the PPA, submitted by the successful bidder to KSEBL from a bank as per format mentioned in the RfS.
- 38. Pooling Substation / Pooling Point:** shall mean a point where more than one Solar PV Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPG(s) to get connected to the ISTS substation. The voltage level for such common line shall be 132 kV or above for projects outside the state of Kerala and at appropriate voltage level of the substation selected for interconnection for projects within the state of Kerala. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation owned by CTU. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering, forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
- 39. PGCIL or POWERGRID:** shall mean Power Grid Corporation of India Limited;
- 40. Power Purchase Agreement (PPA):** The agreement to be entered into between KSEBL and the successful bidder(s) (generator) pursuant to which the Generator shall supply power from grid connected solar PV power projects to KSEBL as per the terms and conditions specified therein and an indicative PPA of which is attached hereto with this RfS, including all its schedules, annexure/s, and all amendments or modifications.
- 41. Procurer:** Kerala State Electricity Board Ltd (KSEBL).
- 42. Project company:** The Company, incorporated by the Bidder as per Indian laws, in accordance with terms and conditions of RfS.
- 43. Qualification requirements:** shall mean the qualification requirements as set forth in this RfS.

44. **Qualified bidders:** The Bidder(s) who, after evaluation of their Non-Financial Bid as per terms and conditions of RfS, stand qualified for being considered in the further processes like opening and evaluation of Financial Bids.
45. **Renewable Purchase Obligation (RPO):** The requirement specified by the State Commissions under clause (e) of sub-section (1) of section 86 of the Act, for the obligated entity to purchase electricity from renewable energy sources.
46. **Requisitioned capacity:** The total aggregate power (200 MW) proposed to be contracted by KSEBL 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.
47. **Request for Selection (RfS):** This Request for Selection along with all formats and RfS Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto.
48. **RfS documents:** This RfS containing Section I, Section II Part A to G, Annexures / Formats and Part H - Power Purchase Agreement or any other agreements designated as such, from time to time by KSEBL.
49. **Reverse bidding:** Shall mean the bidding process as detailed in clause 19 to 21 of Part E.
50. **Scheduled Commissioning Date (SCD)/Scheduled Commercial Operation Date (SCOD):** shall be a date, 18 months from the date of execution of PPA, when the Solar PV Project is required to be commissioned as per the terms and conditions of this bid/PPA.
51. **Solar Power Generator/Generator (SPG):** The Successful Bidder(s), as the case may be who submits the Performance Bank Guarantee and executes the PPA and other RfS Documents with KSEBL and who shall be responsible for supplying power from grid connected solar PV power projects to KSEBL at the Delivery Point for the term of the PPA as per the terms and conditions specified therein.
52. **SLDC:** shall mean the centre established under Subsection (1) of Section 31 of Electricity Act 2003, relevant for the State(s) where the delivery point is located.
53. **Statutory Auditor:** The auditor of a Company appointed under the provisions of the Companies Act, 1956 / 2013 or under the provisions of any other applicable governing law.

- 54. STU or State Transmission Utility:** means a Board or a Government company notified by the respective State Government under sub section (1) of Section 39 of the Electricity Act 2003.
- 55. Selected bidder(s):** The Bidder(s) selected by KSEBL pursuant to this RfS for supply of power from grid connected solar PV power projects by itself or through the Project Company as per the terms of the RfS Documents, and to whom a Letter of Award has been issued.
- 56. Tariff:** The firm tariff quoted by the Bidder as per the prescribed format and shall be construed to be at the Metering Point.
- 57. Transmission infrastructure:** The complete transmission facilities such as transmission lines, substation bays, substation equipment etc. to be constructed and installed so as to interconnect the generation switchyard with the interconnection point.
- 58. Ultimate parent company:** A company which directly or indirectly owns not below fifty one percent (51%) paid up equity capital in the Bidding Company or Member of a Consortium, (as the case may be) and/or in the Financially Evaluated Entity and such Bidding Company or Member of a Consortium, (as the case may be) and/or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.
- 59. Voltage of Injection:** : means the voltage at which the Electricity generated by the Generator is injected at the interconnection point

## **1.1 BACKGROUND**

- 1.1.1 Kerala State Electricity Board Ltd. (KSEBL) is the major distribution licensee for the supply of electricity within the state of Kerala. As part of this endeavor, KSEBL has decided to procure power from Ground Mounted Grid Connected Solar PV Power Projects, to be located anywhere in India, for long term (25 years) through tariff based competitive bidding process, for meeting its Renewable Purchase Obligation requirement. KSEBL invites interested parties to participate in the bidding process for the selection of Bidder(s) to whom the contract may be awarded for production of electricity from grid connected Solar PV Power Plants and supply thereof as per the terms and conditions of the Bidding Documents.
- 1.1.2 The Selected Bidder shall incorporate a company under the Companies Act, 1956 / 2013 (hereinafter referred to as "Developer") as per the provisions under clause 3.1(a) of this RFS and will be responsible for

design, finance, engineering, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the Power Purchase Agreement (**PPA**) to be entered into between the Developer and KSEBL in the form provided by it as part of the Bidding Documents pursuant hereto.

## **1.2 SCOPE OF WORK**

- 1.2.1 The scope of work under this bid involves setting up of projects using Solar PV technology. The aggregate capacity offered under this RfS is 200 MW. A bidder can propose any number of projects in a single bid. Minimum capacity of the project proposed as well as to be made available at a single delivery point by the bidder shall be at least 5 MW and maximum capacity could be 200 MW. The bids shall be quoted only in multiples of 5 MW. The bidder shall be solely responsible for setting up of the solar plants including financing, selection of site, possession of land, obtaining of mandatory approvals from appropriate authorities, design, engineering, construction testing and commissioning as per relevant standards. Construction of transmission lines and interconnection facilities, as per relevant standards, for evacuation of power from the solar project(s) shall also be the responsibility of the bidder. After commissioning / part commissioning, the bidder shall be responsible for the operation, maintenance, repair and repowering of the solar plants as well as the maintenance of dedicated transmission lines and interconnection facilities for evacuation of power for the entire tenure of the PPA.
- 1.2.2 Supply of power from operational Solar PV power plants or from Solar PV power plants proposed to be commissioned on or before the Scheduled Commissioning Date is also permitted, subject to availability of power as per the term of the Power Purchase Agreement (PPA).
- 1.2.3 Energy procured under this contract shall be accounted against the RPO of KSEBL. The Generator shall not have any rights whatsoever to accredit the Project under REC or to make use of the energy against its own Obligation, in case it is an obligated entity.
- 1.2.4 In accordance with MNRE Notification No. 283/54/2018-GRID SOLAR dated 2nd January 2019, clarification order of MNRE dated 06<sup>th</sup> February 2020, and Amendment order dated 06<sup>th</sup> Feb 2020, all Solar PV cells and modules to be used in the ground mounted solar PV power

plant to be set up based on this bid shall be from the models and manufacturers included in "Approved List of Models and Manufacturers" (ALMM) list. However, successful bidders will be permitted to procure outside the ALMM LIST – I till 31st March 2020, the date of procurement being reckoned as prescribed in the said notification

1.2.5 In accordance with notification of Ministry of Power vide order No.23/12/2016-R&R dated 05/08/2020 'For Generation projects based on Solar, Wind, and Solar-Wind hybrid plants, no interstate transmission charges and losses will be levied on transmission of the electricity through the inter-state transmission system for sale of power by such projects commissioned till 30<sup>th</sup> June 2023. The above waiver shall be available for a period of 25 years from the date of commissioning of such projects. The SPG shall ensure availability of entire energy delivered at Delivery point at Kerala periphery (KSEBL interconnection with CTU in SR) and KSEBL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA. KSEBL has scheduled the bid process in such a manner as to suite this requirement. SPG shall ensure that the project is commissioned within the prescribed time limit to avail the above mentioned benefit. If the commissioning of the project gets delayed beyond the aforementioned time limit (30<sup>th</sup> June 2023) due to any reason beyond the control of KSEBL and transmission losses and charges become applicable, KSEBL shall not be liable to compensate such additional charges. Such charges shall be borne fully by the SPG themselves.

**1.3 SCHEDULED COMMISSIONING DATE:** The project shall be commissioned within a period of 18 months from the date of execution of PPA. Delay in commissioning beyond the scheduled commissioning period shall involve penalties as detailed in PPA. Any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.

#### **1.4 CAPACITY UTILIZATION FACTOR**

1.4.1 CUF means the ratio of actual kWh (units) of energy generated by a solar plant in a contract year (A) and contracted capacity in kW (B) multiplied with number of hours in the same contract year(C) at the designated interconnection point, on Contract Year basis expressed as a

percentage; {ie  $CUF = A \times 100 / (B \times C)$ }. CUF will be calculated on yearly basis.

- 1.4.2 All the calculations of energy availability from the plant shall be based on the CUF. The range of CUF of the plant proposed by any bidder shall be between a minimum of 16% and a maximum of 19%. After 15 years from the COD of the project, the range of CUF, at the option of the selected bidder, shall be 14.8% to 17.58% to take care of panel degradation. However, the bidder is free to declare the maximum CUF, not below 19%, at the time of bidding. In such cases the minimum CUF shall be 3% below the maximum declared CUF. Prorata reduction in the maximum and minimum limits of CUF will be available at the option of the selected bidder to take care of panel degradation after 15 years from COD.
- 1.4.3 In case the project generates and supplies energy less than the energy corresponding to the minimum CUF, the solar power generator will be liable to pay to KSEBL, penalty for the shortfall in availability below such contracted CUF level. The amount of such penalty will be in accordance with the terms of the PPA and SPG shall offset KSEBL for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty five percent) of the cost of this shortfall in energy terms calculated at PPA tariff.
- 1.4.4 In case the CUF is more than the maximum specified CUF or the maximum declared CUF, as the case may be, the generator will be free to sell the excess energy thus produced to any other entity, provided first right of refusal will vest with KSEBL. In case KSEBL purchases the excess generation, the same may be done at 75% of the PPA tariff.
- 1.4.5 As far as clause 1.4.4 above is considered the solar power generator shall ascertain the availability of excess energy over that corresponding to the maximum CUF, well in advance, and shall intimate the same to KSEBL. KSEBL shall within a period of 15 days intimate its decision on the purchase of this excess energy.

## **1.5 REACTIVE POWER REQUIREMENT**

All Solar Power Generators shall comply with the provisions in the CEA (Technical Standards for Connectivity to Grid) Amendment Regulations, 2013. Any SPG not complying with the provisions of CEA Regulations shall be

liable to pay reactive power compensation, at the rate to be approved by the Commission, if the situation warrants.

**1.6 RE-POWERING:** The SPG will be free to re-power their plants from time to time during the PPA duration. However, KSEBL will be obliged to buy power only within the CUF specified in the PPA. Any excess generation will be dealt with as specified in clause 1.4.4 above.

**1.7 AVAILING INCENTIVES:** The Project Developer will be free to avail fiscal incentives like accelerated depreciation, concessional customs, excise duties, tax holidays, etc. as available for the Solar PV power projects. Any other incentive, if available, under any Central Government / State Government Policy can also be availed by the Project Developer while submitting its Bid. However, the same will not have any bearing on comparison of Bids for selection. As equal opportunity is being provided to all the Project Developers at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on KSEBL for any liability if the bidders are not able to avail fiscal incentives and this will not have any bearing on the discovered Tariff.

## **1.8 PROJECT LAND**

1.8.1 The land for the project shall be arranged by the Bidder at the location proposed by the bidder. The SPG shall, submit documents/Lease Agreement to establish possession/right to use 100% (hundred percent) of the required land in the name of the Solar Power Generator for a period not less than the complete term of the PPA on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator. Any change in location from that provided at the time of bidding will be at the risk and cost of the bidder and will be subject to concurrence from KSEBL.

1.8.2 In case the land is in the name of any other entity, including Affiliate, the land/ land lease rights should be transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date (SCD). In the event the Project Land comprises of land acquired on lease basis, the Project Developer must ensure that the lease agreement permits the Project Land to be transferred to the Lenders / KSEBL in case of any default of the successful bidder in terms of the PPA.



1.8.3 Obtaining forest clearance, no objection certificate (NoC)/Environmental clearance etc, if applicable, for the Project shall be the responsibility of the successful bidder.

1.8.4 Present proposal is for setting up of solar PV projects and solar thermal projects are not envisaged under this bid. However, obtaining approval for water from the concerned authority if applicable shall be the responsibility of the successful bidder.

## **1.9 POWER OFF TAKE AND TRANSMISSION FACILITIES**

1.9.1 Power / energy generated from the proposed project(s) will be purchased by KSEBL, in accordance with the provisions of the PPA. The Solar Power Plant shall be designed for inter-connection with the ISTS owned by the CTU in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the SPG shall abide by the applicable Grid Code, Grid Connectivity Standards etc. issued by the Appropriate Commission and the CEA. The bidders are free to choose the ISTS substations owned by the CTU for interconnection of the project to the Grid on a pan – India basis. For bidders who propose to set up power plants within the State of Kerala the Solar Power Plant shall be designed for inter-connection with any of the substations forming part of the intra-state transmission network within the state of Kerala through dedicated transmission line / cable at voltage level as may be applicable depending on the installed capacity of the project.

1.9.2 The responsibility of getting ISTS Connectivity and Long Term Open Access (LTA) and the related costs thereon shall lie entirely with the SPG. KSEBL shall arrange for required consent/NOC from STU /SLDC/concerned agencies within the State of Kerala for availing open access/scheduling of power. The bidder shall not be entitled to any deemed generation in case of any delay in obtaining connectivity/LTA to the Project due to reasons attributable to the bidder. For bidders who propose to set up power plants entirely within the State of Kerala, KSEBL shall endeavour to match the commissioning of the transmission system with the commissioning of the solar projects.

1.9.3 The entire cost of Transmission infrastructure from the Solar Generation facility to the interconnection point including modifications by way of construction of additional bays and/or installation of equipment

including Main / Check / Standby Meter and such other facilities and SCADA including communication charges shall be borne by the Generator. The maintenance of transmission system up to the interconnection point shall be the responsibility of the SPG and shall be undertaken entirely at its cost. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC charges, SOC, MOC charges, losses etc. and any other charges shall be borne by the SPG.

1.9.4 For bidders who propose to set up power plants within the State of Kerala, transmission scheme approval shall be obtained from the transmission wing of KSEBL and remittance of supervision charges for carrying out the above works shall also be made. Assets so created within Kerala shall be transferred to KSEBL on commissioning of the project. For power plants within the state of Kerala, the STU shall facilitate for Right of Way to the Generator for erection of transmission line connecting the Solar Generation facility to the Interconnection point.

1.9.5 The Solar Power Plant can be designed for inter-connection with a Pooling Substation where other projects may also interconnect prior to the Interconnection Point or directly at the Interconnection Point through a dedicated transmission line at the appropriate voltage level.

**1.10 METERING:** Metering infrastructure for measurement and checking of import / export of energy at the interconnection point for energy accounting shall be the responsibility of the Generator under this bid. Metering arrangement as provided in the relevant clause of the PPA shall be adhered to by the SPG. The Generator at its cost shall provide necessary infrastructure to capture real time data regarding MW, MVAR, Breaker / Isolator status etc as per IEGC / State Grid Code to the respective State Load Despatch Centres (SLDC) as well as Kerala SLDC as per the specifications given by SLDC for integration with SCADA. The communication medium shall be arranged by the Generator as required by SLDC.

**1.11 BID PARAMETER:** Bid parameter will be the tariff quoted by the bidders for the solar power to be supplied from their proposed project. The competitive tariff quoted by the successful bidder / bidders during the bidding process shall be firm and cannot be more than Rs. 3.000/-per kWh (Rupees three only). In the Financial Proposal and the Reverse

Auction Process, the Bidders shall quote the firm tariff that will be applicable for the entire contract period (25 years). The last lowest tariff quoted by an Eligible Bidder during the Reverse Auction Process, will be the sole criterion for determining the Successful Bidder. If at the end of the Reverse Auction Process, no bids are received from any of the Bidders, the Bidder with the 'Lowest Tariff Quote', as identified in accordance with Clause 20, will be awarded the Project.

**1.12 CONTRACT PERIOD:** The contract period shall be 25 years from the Scheduled Commissioning date.

### **1.13 BID PROCESS**

1.13.1 Bidding will be a single stage process under three cover system conducted through the DEEP e-bidding portal, <http://www.mstcecommerce.com/auctionhome/ltsp/index.jsp> of MSTC Ltd, which is a Government of India undertaking, followed by Reverse e-bidding process, as per the guidelines published in this regard by the Ministry of Power, Government of India.

1.13.2 There should be minimum two numbers of qualified Bidders. If the number of qualified bidders is less than two, even after three attempts of bidding, KSEBL will continue with the bidding process only with the prior consent of the KSERC.

### **1.14 SELECTION OF PROJECTS BASED ON TARIFF:**

Bids are invited for the project on the basis of a tariff to be offered by the bidder in respect of the project. The lowest bidder shall mean the bidder who is offering the lowest Tariff. Ranking of the bidders will start from the bidder quoting the "lowest tariff (L1)" after the reverse e-auction to be conducted as per clause 19. The bidders will be selected based on e-reverse bidding followed by e-reverse auction and L-1 matching. If the entire requisitioned quantity is not met by L1 bidder, the remaining quantity will be met by L1 matching as detailed in Clause 20.2.

Generally the lowest bidder shall be the selected bidder. KSEBL will not accept the entire capacity offered by the last lowest bidder in the order of progression in the event the Capacity required gets fulfilled by a part thereof. Bidder cannot quote part capacity from plants at different locations to make up the minimum of 5 MW.

### **1.15 PART COMMISSIONING/EARLY COMMISSIONING**

- 1.15.1 Part commissioning of the project shall be accepted subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 5 MW, without prejudice to imposition of penalty, as set out in the PPA, on the part which is not commissioned. Scheduled Commissioning Date (SCD) will not be altered due to part-commissioning.
- 1.15.2 Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD of the last unit.
- 1.15.3 In case of early commissioning of part capacity, the tariff for purchase of power from such part, till SCD will be limited to 75% of the PPA tariff. However, in case the entire capacity is commissioned prior to SCD, KSEBL may purchase the generation at PPA Tariff.

### 1.16 TESTING PROCEDURE

Testing of plant and equipments before commissioning shall be conducted as per Article 5 of PPA.

### 1.17 SCHEDULE OF BIDDING PROCESS

No.	Item	Particulars
1	Notice Inviting Tender	15.00 hrs on 18-09-2020
2	Availability of Tender forms	Can be downloaded from the website <a href="http://www.mstcecommerce.com/auctionhome/ltsp/index.jsp">http://www.mstcecommerce.com/auctionhome/ltsp/index.jsp</a> from 15.00 hrs on 18-09-2020 (zero date)
3	End date for receiving request for clarifications	25-09-2020
4	Pre-bid meeting	29-09-2020
5	Last date of KSEBL response to queries	03-10-2020
6	Last date of submission of both non financial and price bids	15.00 hrs on 09-10-2020 (22 days from zero date)
7	Opening of non financial bids	11.00 hrs on 13-10-2020
8	Opening of price bids (financial proposal)	11.00 hrs on 12-11-2020. This will be followed by reverse auction process.
9	Reverse Auction process	13.00 hrs on 12-11-2020
10	Bucket filling including Kerala bidder if any	20-11-2020
11	Letter of Award (LOA)	03-02-2021 (140 days from zero date)
12	Bid validity period	08-03-2021 (150 days)
13	Signing of PPA	03-02-2021 (140 days from zero date)

**SECTION II**  
**BID PROCESS**  
**PART A - GENERAL**

**2. BID PROCESS**

In order to identify Successful Bidder, KSEBL shall follow a Bidding Process comprising of e - Tender followed by e – Reverse Auction. Bidders are required to submit separate non financial technical bid and financial bid ie. Initial Price Offer (IPO).

**2.1 METHOD OF BIDDING AND COMPONENTS**

Bidding will be carried out through electronic process in the DEEP e-bidding portal, <http://www.mstcecommerce.com/auctionhome/ltsp/index.jsp> of MSTC, followed by e-reverse auction process as detailed in the clause 19. Bidders are required to submit, simultaneously, their proposal in 2 (two) covers or envelopes consisting of Qualification Proposal and Financial Proposal:

**2.1.1 QUALIFICATION PROPOSAL** - Consists of cover I containing the following documents to be uploaded in DEEP e bidding portal.

- (a) Covering letter as per Format - 1
- (b) Details of online remittance of Bid Submission Fee as per the plant capacity under the bid and e bidding fee to PFCCL.
- (c) Bid agreement in Kerala Government Stamp paper worth Rs. 200/-
- (d) EMD by way of Bank Guarantee as described under Clause 6.

**Note:** Scanned copy of above documents shall be uploaded as a single 'pdf' document.

- (e) E-tender notice, RfS Documents & its Corrigenda if any shall be digitally signed by the bidder as a token of having understood and agreed all the terms and conditions of this RfS & RfS documents.
- (f) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format.
- (g) In the event any Member of the Bidding Consortium is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under the RfS. Provided that such

Board Resolutions shall be supported by an unqualified opinion issued by a legal counsel of such foreign country 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)** Board Resolutions, as per prescribed formats 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 authorized 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.
  5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Formats along with board resolution from each Member of the Consortium for participating in consortium;
  6. Format for Qualification Requirements as per RfS Formats (Net Worth Qualification, Consents, Clearances, Technical Feasibility report of Transmission wing of KSEBL, and Permits)
  7. A disclosure statement as per format regarding participation of any related companies in this bidding process;
  8. 'No-deviation Certificate';
  9. Non Financial Proposal as per format;

10. 'Authorization for the Digital Signature Certificate (DSC) holder' shall contain the document authorizing the DSC holders, who digitally sign the bid documents, to sign on behalf of the bidder.

11. If a Bidder makes its offer from more than one Generation plant, the details of generation plant shall be submitted separately for each generation plant in **Cover - I**.

**2.1.2 FINANCIAL PROPOSAL** - consists of one cover or envelop (**cover II**).

## **2.2 REVERSE AUCTION PROCESS**

**2.2.1** The Eligible Bidders shall participate in the Reverse Auction Process, in accordance with Section 19, for determination of the Successful Bidder. For conducting the e-bidding, KSEBL will use the DEEP e-Bidding portal <http://www.mstcecommerce.com/auctionhome/ltsp/index.jsp> of MSTC Limited (MSTC), which is a Government of India undertaking (**E-bidding Portal**). Bidders are required to register themselves online with MSTC (if they are not already registered), as Bidder, by paying Registration Fee to MSTC, through the payment gateway facility of the E-bidding Portal of INR 20,000/- (Indian Rupees Twenty Thousand Only) (plus applicable taxes as indicated in the E-bidding Portal), and subsequently download the RFS and other Bidding Documents from the E-bidding Portal. A Bidder, who is already validly registered on the E-bidding Portal need not register again on the E-bidding Portal.

**2.2.2** All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite e bidding fee of ₹500 per MW for the total capacity of 200 MW to PFC Consulting Limited (PFCCL). The requisite fee plus applicable taxes shall be deposited to PFCCL Account "Account Title: PFC Consulting Limited - STB Current Account No: 013684100002284 IFSC: YESB0000136 Branch Address: No. 56, Ground Floor, ALPS Building, Jan path, Connaught Place, New Delhi, Delhi 110 001". After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

**2.2.3** Further details regarding e-bidding process are set out in **Clause 19**.

### **3. ELIGIBILITY OF BIDDERS**

#### **3.1 NATURE OF BIDDING ENTITY**

- (a)** Any Bidder, which is a Company or a Consortium, shall be eligible to submit a Bid. The term Bidder used in this RFS applies to both a Company and a Consortium. For the avoidance of doubt, it is clarified that limited liability partnership (LLP) and limited liability companies (LLC) which are formed by the companies shall not be eligible to submit a Bid.

Where a Bidder is a Company and is declared as the Successful Bidder, it may at its option form an SPV/project company to execute the Power Purchase Agreement. However, if the Successful Bidder is a Consortium or a foreign Company, then it will be mandatory for such Successful Bidder to incorporate a SPV/project company in India under relevant rules to execute the Power Purchase Agreement. No change in the shareholding in the Company developing the Project shall be permitted from the date of submitting the RfS till the execution of the PPA. However, this condition will not be applicable if a listed company is developing the Project.

Following shall not be considered as change in shareholding as mentioned above:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

- (b)** The Bidder developing the project shall provide the information about the Promoters and their shareholding in the company to KSEBL indicating the controlling shareholding before signing of the PPA with KSEBL.

The 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 1 (one) year from the COD except with the prior approval of



KSEBL. In the event the 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 1 (one) year from the COD, except with the prior approval of KSEBL. However, in case the Project is being set up by a listed Company, this condition will not be applicable. In case the bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) till 1 (one) year from the COD, except with the prior approval of KSEBL. However, in case the Project is being set up by a listed Company, this condition will not be applicable. In this case it shall also be essential that the bidder shall provide the information about its promoters and their shareholding to the KSEBL before signing of the PPA with KSEBL.

- (c) If the Successful Bidder is a Consortium, then the Consortium and its Members shall, in addition to incorporating an SPV, comply with the following conditions:
- (i) The number of Members in such Consortium shall not exceed 3.
  - (ii) The Qualification Proposal submitted by the Consortium should contain the required information of each Member of the Consortium in accordance with Clause 15.2 include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations.
  - (iii) The Members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a Power of Attorney signed by all the Members of Consortium and shall substantially be in the form set out in **Format 2**. The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process, and until the incorporation of the SPV.
  - (iv) The Consortium shall submit a binding and enforceable Consortium Agreement to KSEBL with its Bid, substantially in the form set out at **Format 3**. Except as specifically permitted in accordance with the Bidding Documents, the Members of the Consortium shall not amend, vary or terminate the Consortium Agreement at any time during the validity period of the Bid, as specified in Clause 12.1, and thereafter, until the expiry of a period of 1 (one) year from the COD of the Power Generating Facility, without the prior written consent of KSEBL.

- (v) The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Project Developer's obligations in terms of the PPA.
  - (vi) The Lead Member shall subscribe and hold not less than 51% (fifty- one percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV/project company until the expiry of a period of 1 (one) year from the COD of the Power Generating Facility.
- (d)** The Successful Bidder or the shareholders/promoters of the Successful Bidder, as the case may be, will be entitled to, without seeking any prior consent from KSEBL, dilute its shareholding in the Equity of the SPV/project company or the Successful Bidder, as the case may be, below the levels stated in this Clause 3.1 (d) and 3.1(e) (vi) after the expiry of a period of 1 (one) year from the COD of the Power Generating Facility. However, any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to KSEBL subject to the condition that, the management control remains within the same group of companies. The consent shall be accorded by KSEBL subject to the transferee meeting the Financial Capacity demonstrated by the Successful Bidder at the time of submission of the Qualification Proposal.
- (e)** In case the bidder is a foreign company and it is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct investment in India.
- (f)** The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

### **3.2 GENERAL CONDITIONS OF ELIGIBILITY**

- (a) A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bid Process, if:
  - (i) Such Bidder or an Affiliate of such Bidder:
    - (A) Controls or is controlled by or is under common control with any other Bidder or any Affiliate thereof; or

- (B) has any direct or indirect ownership interest in any other Bidder or Affiliate thereof,

Provided that this disqualification shall not apply if:

- (A) The direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 20% (twenty percent); or
- (B) The control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013; or
- (ii) Such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Affiliate; or
- (iv) Such Bidder, or its Affiliate has a relationship with another Bidder, or such other Bidder's Affiliate, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or
- (v) Such Bidder or its Affiliate has participated as a consultant to KSEBL in the preparation of any documents, design or technical specifications of Project.

*Explanation: If a Bidder is a Consortium, then the term "Bidder" as used in this Clause 3.2 (a) shall include each Member of such Consortium; and the term "Affiliate" as used in this Clause 3.2(a) shall include Affiliates of each Member of the Consortium.*

- (b) A Bidder shall be liable for disqualification if any legal, regulatory, financial or technical advisor of KSEBL in relation to the Project is engaged by the Bidder, its Member or any of its Affiliate, as the case maybe, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or any of its Affiliate in the past but its assignment expired or was terminated prior to the date of issue of this RFS.
- (c) If, on or before, expiry of a period of 1 (one) year from the COD of the Power Generating Facility, in accordance with the Power Purchase

Agreement:

- (i) A Bidder is likely to breach or breaches its undertakings under Clause 3.1(d) or a Member of a Consortium is likely to breach or breaches any of its undertakings under Clause 3.1 (c)(vi); or
- (ii) if any Affiliate, whose credentials have been relied on by the Bidder or a Member of the Consortium to demonstrate Financial Capacity, ceases or will cease to be an Affiliate of the Bidder or such Member, then the Bidder or the Project Developer, as the case may be, shall give KSEBL notice of such occurrence forthwith along with all relevant particulars of such occurrence. If KSEBL is of the view that such occurrence is likely to adversely affect the Financial Capacity of the Bidder or the Project Develop, as the case may be, then KSEBL may disqualify the Bidder from participation in the Bidding Process; or, if the Bidder has been declared as the Successful Bidder, withdraw the LOA without KSEBL incurring any liability towards the Successful Bidder for such withdrawal or termination.

If the events set out in Clause 3.2(c) (i) and Clause 3.2(c) (ii) above takes place after execution of the Power Purchase Agreement, then the Successful Bidder shall give all the counterparties to the Project Document, notice of such occurrence forthwith along with all relevant particulars of such occurrence. If KSEBL is of the view that such occurrence is likely to affect ability of the successful bidder to undertake its obligations set out in the Power Purchase Agreement, then the same shall constitute an Event of Default of the successful bidder and KSEBL shall terminate the Power Purchase Agreement in accordance with the terms contained therein. While KSEBL will not unreasonably withhold or delay such approval, the decision of KSEBL will be final in this regard.

- (d) If any Person or any of its Affiliate has been barred by any central, state or local government or an instrumentality of government in India or in any other jurisdiction to which such Person or its Affiliate belongs or in which such Person or its Affiliate conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the RfS Due Date, then such Person shall not be eligible to submit a Bid, either individually or as a Member of a Consortium. If any time during the Bid Process, KSEBL finds that the Bidder or a

Member of a Consortium is so barred, then KSEBL may disqualify the Bidder from participation in the Bidding Process.

- (e) A Bidder or any of its Affiliate (and in the case of a Consortium, the Members and their Affiliate) should not have, in the 3 (three) years immediately preceding the RfS Due Date:
  - (i) Failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement and/or arbitration award against the Bidder, Member or their Affiliate, as the case may be and there is no appeal pending against such judicial pronouncement and/or arbitration award; or
  - (ii) Had any contract terminated by any government or government instrumentality for breach by such Bidder, Member or their Affiliates and there is no appeal pending against such termination before any judicial authority.

If KSEBL finds that any of the above events have occurred or affected the Bidder or a Member of a Consortium, then KSEBL may disqualify the Bidder from participation in the Bidding Process.

- (f) KSEBL reserves the right to seek information and evidence from the Bidders regarding their continued eligibility at any time during the Bidding Process and each Bidder shall undertake to provide all of the information and evidence requested by KSEBL.

### **3.3 TECHNICAL CRITERIA FOR ELIGIBILITY**

**3.3.1** The Bidder should have previous experience in -construction or owning or operation of power sector projects of at least Rs. 25 Cr (Rupees Twenty Five Crore).

**3.3.2** Technical requirements for the solar power plants to be set up in response to this bid are enumerated in Format 18 annexed to this RfS. Proposals submitted by the bidders will be evaluated for conformity with these conditions. Those proposals which conform to these standards/conditions will only be selected for further evaluation. Decision of KSEBL regarding rejection of any bid based on this shall be final.

### **3.4 FINANCIAL CRITERIA FOR ELIGIBILITY**

#### **3.4.1 NET-WORTH**

The net-worth requirement should be at least Rs. 100 Lakh per MW of capacity offered by the Bidder in its Bid for solar PV power projects for the year in which bids are invited.

**Net worth** 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 Due Date shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three completed financial years 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 Due Date, the Bidder shall submit a certificate from a Statutory Auditor/ Chartered Accountant certifying the Net worth 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.

- (i) 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 fifty one per cent (51%) 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.

- (ii) If the project is to be implemented through a newly formed consortium SPV or for a newly incorporated Company relying solely on its own credentials, where the annual accounts has not been prepared, the Net Worth criteria should be net not more than seven days prior to the last date of submission of response to RFS. 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 RfS along with the un audited financial statements of the Company duly certified by Chartered Accountant for the date on which the certificate of Net Worth has been obtained.
- (iii) In the case of a Consortium or newly formed SPV, the net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the net worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- (iv) It is clarified that the net worth to be considered for this clause will be the total net worth as calculated in accordance with the Companies Act.

#### **3.4.2 FINANCIAL QUALIFICATION CRITERIA FOR CONSORTIA**

In case of a Consortium, the Financial Capacity must be met individually or collectively by all the Members of the Consortium, subject to the Lead Member demonstrating at least 51% of each of the Financial Capacity required for qualification, and the Financial Capacity of each member being in proportion to their respective Equity commitment in the SPV/project company.

The Financial Capacity of each Member of the Consortium, including the Lead Member, will be computed in accordance with the methodology set out in Clause 3.4.1.

Each of the Financial Capacity to be computed for the above purpose will be the cumulative Financial Capacity of the Bidder, whether a single company or a consortium together with the Financial Capacity of those Affiliates of the Bidder or Members of the Consortium that undertake to contribute the required equity funding and Performance Guarantee in case the Bidder fails to do so in accordance with this RFS.

### **3.4.3 LIQUIDITY**

It is necessary that the bidder has sufficient cash flow/internal accruals/ any bank reference to manage the fund requirements for the Project. Accordingly, KSEBL may also stipulate suitable parameters such as annual turnover, internal resource generation, bank references/ line of credit, bidding capacity, etc.

**3.4.4** The bidder shall submit along with the **Format 4** – ‘Qualification Requirements’ the following details also for evaluation by KSEBL. Those bidders having sufficient capacity as assessed by KSEBL based on these details will only be qualified for selection. Decision of KSEBL in this regard will be final.

- (i) Details of average annual turnover by taking together the annual turnover during the last three completed financial years.
- (ii) Solvency certificate from Nationalized / Scheduled bank or from revenue authorities specifying the solvency amount. In case of a foreign bidder, the certificate issued by their respective banker shall be translated to English, notarized and attested by the Indian embassy/consulate in the respective country.

The notarization is to be made in the foreign country itself where embassy attestation is being done.

- (iii) If the assessment by KSEBL reveals that the bidder company qualifies the liquidity criteria based on the average annual turnover for three years as per audited financial statements itself, the solvency certificate is not mandatory. It is up to the risk and cost of the bidder to choose between either of the two for proving their liquidity. This relaxation is not applicable for foreign bidders.

## **4. CLARIFICATIONS ON BID DOCUMENTS AND PRE-BID MEETINGS**

### **4.1 CLARIFICATIONS AND QUERIES**

**4.1.1** KSEBL will not enter into any correspondence with the Bidders, on the RfS and RfS Documents. If necessary, the Bidders may seek



clarifications or suggest amendments to RfS and RfS Documents in writing and also soft copy by e-mail to reach KSEBL at the address, date and time mentioned in the RfS. For any such clarifications, or amendments, the Bidder should adhere to the format given in the RfS. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid due date on account of clarifications sought in accordance with this Clause.

**4.1.2** All enquiries from the intending Bidders received 5 days (Business Days) before the scheduled date of Pre-bid-meeting shall be replied in the Pre-bid meeting and enquiries raised during the meeting shall be included in the clarifications of the minutes of the Pre-bid meeting and shall be uploaded in the <http://www.mstcecommerce.com/auctionhome/Itsp/index.jsp> portal without indicating the name of the enquirer.

## **4.2 PRE-BID MEETINGS**

**4.2.1** The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), which will take place on date, time and venue as notified by KSEBL. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFS, including in particular, issues raised in writing by the Bidders.

**4.2.2** A maximum of two representatives of each Bidder shall be allowed to participate in the Pre-bid meeting on production of authority letter from the Bidder. Those who wish to participate in the Pre-bid meeting shall intimate the details of participants and the queries as per Format 13 of the RFS on or before the end date specified for receiving request for clarifications.

**4.2.3** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. KSEBL is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

## **5. AMENDMENT OF RfS DOCUMENTS**

**5.1** KSEBL, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RfS, including the timelines specified in the NIT, by issuance of Corrigenda. Such Corrigenda shall be made available on the same

website, <http://www.mstcecommerce.com/auctionhome/Itsp/index.jsp>.

- 5.2** KSEBL shall not be responsible for the bidders' failure in checking the website regularly for any updates in this RfS. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, KSEBL may, at its discretion, extend the Bid Due date. Non-accessing of any Corrigenda and / or revised document or instructions in the website will not relieve the Bidder from being bound by that Corrigenda or the Bid due date.
- 5.3** In case Bidders need any further clarifications in respect of the RfS and RfS documents, they should ensure that written request for such clarification is delivered to KSEBL. KSEBL may issue clarifications only, at its sole discretion, which is considered reasonable by it. Any such clarification issued shall be published in the same website, <http://www.mstcecommerce.com/auctionhome/Itsp/index.jsp>.

## **PART B**

### **EARNEST MONEY DEPOSIT AND PERFORMANCE BANK GUARANTEE**

Bidders shall furnish Earnest Money Deposit and Performance Bank Guarantee as set out hereunder:

#### **6. EARNEST MONEY DEPOSIT**

Earnest Money Deposit shall be furnished in accordance with the following terms and conditions:

- (a) EMD shall be furnished as Bank Guarantee, issued by any nationalised bank or Scheduled Bank in India, in favour of KSEBL, for an amount calculated at the rate of INR 5.00 Lakh per MW (Indian Rupee Five Lakh per MW) for the total capacity offered and shall be furnished as part of RfS. The Bank Guarantee shall be as per the Format 6 attached to this RfS.

Details for furnishing EMD as e-BG, are as follows:

SFMS for e BG: STATE BANK OF INDIA – COMMERCIAL BRANCH,  
ERNAKULAM, IFS Code: SBIN0004062

- (b) In case the Bank Guarantee is issued by a foreign bank outside India,

confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. In the event that the Bank Guarantee towards Earnest Money Deposit has been issued by a foreign branch of a Scheduled Bank, the same should be endorsed by the Indian branch of the Scheduled Bank or the State Bank of India.

- (c) The Earnest Money shall remain valid for a period of 180 (One hundred and eighty) days from the RfS Due Date, inclusive of a claim period of 30 (Thirty) days or, subject to sub-clause (d) below, for such extended period as may be required by KSEBL
- (d) If any RfS is not accompanied by an Earnest Money Deposit, then such bids shall be rejected by KSEBL as non-responsive. Unless forfeited in accordance with sub-clause (e) below, the Earnest Money Deposit of the unsuccessful Bidders will be returned by KSEBL within 30 (thirty) days from the date of issuance of the LOA to a successful bidder. If a particular Bidder is declared as the Successful Bidder, then the validity of the Earnest Money Deposit of such Successful Bidder shall be extended, at least 7 (seven) days prior to the expiry of its validity, for a period until the Successful Bidder submits the Performance Guarantee, and executes the Power Purchase Agreement. The Earnest Money Deposit of the Successful Bidder will be returned upon the Successful Bidder submitting the Performance Guarantee.
- (e) The Bidder, by submitting its Bid pursuant to this RFS, shall be deemed to have acknowledged and confirmed that KSEBL will suffer loss and damage on account of the reasons mentioned in sub clauses (i) to (vii) below. The Earnest Money Deposit shall be forfeited and appropriated by KSEBL as mutually agreed genuine pre-estimated compensation and damages payable to KSEBL for, inter-alia, time, cost and effort of KSEBL in preparing the Bidding Documents and conducting the Bidding Process without prejudice to any other right or remedy that may be available to KSEBL hereunder or otherwise, under the following conditions:
  - (i) If a Bidder submits a non-responsive Bid or withdraws its Bid;
  - (ii) If a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 29 of this RFS;
  - (iii) If a Bidder is disqualified in accordance with the provisions of this RFS;

- (iv) If, after the RfS Due Date, a Bidder withdraws its Bid during the Bid Validity Period, as extended from time to time;
- (v) Failure by the Bidder to extend the validity of the Earnest Money Deposit as mentioned in Clause 6.1 (d); and
- (vi) If a Bidder is selected as the Successful Bidder and it fails within the specified time limit to:
  - (A) Sign and return, as acknowledgement, the duplicate copy of the LOA;
  - (B) Fulfill any other condition precedent to the execution of the Power Purchase Agreement; and
  - (C) Execute the Power Purchase Agreement; and
  - (D) Submit the requisite Performance Guarantee.

#### **7. PERFORMANCE BANK GUARANTEE**

The Successful Bidder shall furnish a performance guarantee on or before the Effective Date, in the form of a bank guarantee for an amount of Rs. 20 lakh per MW (Rupees Twenty Lakh per MW) issued by a nationalised bank or a Scheduled Bank in India in favour of KSEBL (the "Performance Guarantee") and having a validity period as per the Power Purchase Agreement. In case the Performance Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

### **PART C**

#### **PREPARATION AND SUBMISSION OF BIDS**

#### **8. NUMBER OF BIDS**

No Bidder shall submit more than one Bid, either individually or, with or through any other entity(ies), including its Affiliates. A Bidder who submits or participates in more than one Bid shall cause all his Bids with the Bidder's participation to be disqualified.

#### **9. COST OF BIDDING**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. KSEBL and its employees and advisors will not be responsible or in any way liable for

such costs, regardless of the conduct or outcome of the Bidding Process.

## **10. LANGUAGE OF BID AND CORRESPONDENCE**

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

## **11. RfS DUE DATE**

**11.1** The RfS shall be submitted as per Bid Schedule by uploading it on the e-bidding Portal. The documents which are required to be submitted offline, as specified in Clause 15.5, shall be submitted by the Bidder on or before the RfS due date at the place specified in this document. If any RfS is received, either offline or online, after the specified time on the due date, it shall be rejected and shall not be opened by KSEBL. All documents submitted by a Bidder in hard copy shall be returned unopened.

**11.2** KSEBL may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the bid, extend the RfS Due Date for all Bidders by issuing an Addendum, in which case all rights and obligations of KSEBL and the Bidders will thereafter be subject to the Bid Due Date as extended.

## **12. VALIDITY OF BIDS**

**12.1** Each Bid shall be valid for a period of not less than 150 (one hundred and fifty) days from the RfS Due Date. The Tariff submitted by an Eligible Bidder during the Reverse Auction Process shall be valid for a period not less than 120 (one hundred and twenty) days from the date of completion of the Reverse Auction Process. A Bid valid for a shorter period shall be rejected as being non-responsive.

**12.2** In exceptional circumstances, prior to the expiration of the validity period of

bid, KSEBL may request the Bidders to extend the validity period of bid. The request and the responses will be made in writing. Bidders who agree to extend the validity period of bid shall also extend the validity of the Earnest Money Deposit for an equivalent period. An extension of the validity period of bid will not entitle a Bidder to modify its Bid.

### **13. CURRENCIES OF BID**

**13.1** All amounts in the RfS should be stated in Indian Rupees (INR). All values with respect to a tariff in the RfS, including the bids submitted during the Reverse Auction Process should be stated in Indian Rupees with three decimal places.

**13.2** All other amounts in the RfS should be stated in Indian Rupees.

### **14. BIDDER TO INFORM FULLY**

**14.1** 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 RFS Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

**14.2** The technical requirements of integrated grid operation are specified in the State Grid Code. 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 Kerala, India. Regarding the interconnection norms, the CEA regulations and CERC regulations shall prevail where there is no specific provisions in the KSERC regulations. The real time data transfer to respective SLDC and provisions for LVRT and HVRT are to be provided before interconnection to the grid. The plant shall have sufficient infrastructure for forecast of generation as per the norms notified by CERC/ CEA/ SERC from time to time.

**14.3** In their own interest, the Bidders are requested to familiarize themselves

with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956/2013, 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/RR Act 2013, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in Kerala and India, as amended from time to time. KSEBL 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.

- 14.4** 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 KSEBL. KSEBL 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.

## **15. ONLINE SUBMISSION OF BIDS**

- 15.1** Each bidder shall submit its bid electronically on the DEEP e-bidding portal, <http://www.mstcecommerce.com/auctionhome/ltsp/index.jsp> in accordance with the following methodology and shall comprise all the components detailed under **Section 2.1**, except those specified otherwise. Bidders shall submit online, the digitally signed bid documents viz. RFS Document (as a token of having understood and accepted the terms and conditions therein), scanned copies of documents / certificates. The bid submission shall be in three parts and to be provided in on-line envelopes as designated below:

### **15.2 QUALIFICATION PROPOSAL (Cover I)**

#### **15.2.1 Part A - BID AGREEMENT - AS A SINGLE PDF DOCUMENT**

- i. Covering Letter as per Format - 1
- ii. Details of online remittance of Bid Submission Fee to KSEBL and e bidding Fee to PFCCL as per the plant capacity under the bid
- iii. Scanned Copy of Bid Agreement in Kerala Government Stamp paper worth Rs. 200/-
- iv. Scanned copy of EMD by way of Bank Guarantee.

#### **15.2.2 Part – B NON-FINANCIAL PROPOSAL**

- i. Notice inviting tenders, RfS, RfS Documents & Corrigenda if any, digitally signed by the bidder as a token of having understood and agreed all the terms and conditions, as a single pdf document.
- ii. The formats comprising of the following as a single pdf document:
  - a. Covering Letter
  - b. Power of Attorney
  - c. Consortium Agreement
  - d. Lead Bid Authorization
  - e. Qualification Requirement
  - f. Board Resolutions
  - g. Disclosure
  - h. Details of Generation Plant
  - i. Location wise Capacity details
  - j. Location wise Technical Feasibility Report from the Transmission wing of KSEBL.
  - k. The document authorizing the DSC holders, who digitally sign the bid documents, to sign on behalf of the bidder
  - l. Scanned copy of the Bid Agreement
  - m. The no-deviation certificate
  - n. Scanned copy of the PAN card of the bidder
  - o. Documents stating Net Worth
  - p. Documents stating Financial Capabilities
  - q. Documents stating Technical Collaboration
  - r. Non Financial Proposal
- iii. Any other document the bidder is required to upload as per the requirements in the RfS as a single PDF document

### **15.3 FINANCIAL PROPOSAL (Cover II)**

Financial proposal (Initial Price Offer) shall be uploaded in DEEP e bidding portal of MSTC. To participate in the event, the bidder will have to specify the total quantum of power he intends to supply, single price for all the locations from which he intends to supply and the minimum threshold quantum acceptable to the Bidder. **Hard Copy of the Financial Proposal SHALL NOT be sent to this office.**

### **15.4 IMPORTANT NOTES REGARDING BID SUBMISSION**



- a. The document to be uploaded in Cover - I Part A shall be in single .pdf format.
- b. The document to be uploaded in Cover – I Part B shall be in .pdf formats.
- c. Financial Bid (Initial Price Offer) to be uploaded in DEEP e bidding portal.
- d. The total size of data that can be uploaded by the bidder is 20 MB. The bidder is advised to take this factor into account while scanning his documents.
- e. Tenders / bids shall be accepted only through online mode in the website and no manual submission shall be entertained.
- f. The Non-Financial Bid (Cover I) **SHALL NOT CONTAIN** any information / document relating to Financial Bid

If Non-Financial Bid of any Bidder contains any such information / documents disclosing details of Tariff quoted in the Financial bid, the bidder will be disqualified from further participation in the bidding process and the Bidder shall solely be responsible for any consequences suffered by him due to such disqualification.

- g. All pages of the Bid, except for the Bank Guarantee in lieu of EMD and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections duly marked RED and counter signed in the Bid, if any, must be digitally signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign on all pages of the Bid.
- h. No change or supplementary information to a Bid will be accepted after the Bid Due date, unless the same is requested for by KSEBL.  
  
Provided that a Bidder shall always have the right to withdraw or modify the Bid before the Bid Due date.
- i. If the respective cover I (Non-Financial Bid) or Cover II (Financial Bid) is not uploaded as per the specified requirement, the bid will be considered invalid.

#### **15.5 OFFLINE SUBMISSION OF KEY DOCUMENTS**

Subsequent to the on-line submission of the bid documents, following hard copies of documents are to be submitted to the office of the tendering

authority, in sealed covers super-scribing bidder details, tender Name and Number.

- i. Bank Guarantee towards EMD in original as per format to reach the Bidding Authority at least one hour before the time of opening of the Part 1 Non-Financial Bid (Cover I).
- ii. Signed original of the Bid Agreement on Kerala Government Stamp Paper worth Rs. 200/- (Rupees two hundred only) in the format given in Format 4 to reach the Bidding Authority one hour before the time of opening of the Non-Financial Bid Part I (Cover I).
- iii. Hard copies of supporting documents in respect of location wise bidding capacity details.
- iv. Hard copies of supporting documents uploaded in Cover- I.
- v. Bidders **SHALL NOT** submit hardcopies of the financial bid to the Tendering authority. Submission of the same shall disqualify the bidder.
- vi. However, in case of any discrepancies between the documents uploaded and the hard copies sent, only the uploaded document shall prevail and it shall only be considered for evaluation.

#### **15.6 OPENING OF BIDS**

The Non - Financial Proposal will be opened first. Determination of responsiveness of the Non Financial Proposal will be made in accordance with **Clauses 3.3 and 16**. For Bidders whose Non Financial Proposal is determined to be responsive, an evaluation of their Financial Capacity will be done in accordance with **Clause 3.4 and 16**. Bidders who meet the requirement of Financial Capacity and whose Non Financial Proposal is responsive shall be qualified for opening of their Financial Proposal. Thereafter, the Financial Proposals of only the Qualified Bidders will be opened to determine their responsiveness in accordance with **Clause 18**.

## PART D

### EVALUATION OF PROPOSAL

#### 16.EVALUATION CRITERIA

##### 16.1 BID EVALUATION

The evaluation process comprises the following four steps:

Step I – Responsiveness check

Step II – Bid Evaluation of Non-Financial Bid

Step III - Evaluation of Financial Bid

Step IV – Successful Bidder(s) selection

##### 16.1.1 STEP I – RESPONSIVENESS CHECK

The Bid submitted by the Bidder shall be scrutinized by an evaluation committee constituted as per the provisions of bidding guidelines to establish "Responsiveness". Bid processing fee as prescribed by PFC is to be remitted by the bidders for participating in the bid process through DEEP Portal. Each Bid shall be checked for compliance with the submission requirements set forth in this RFS. Hard copies of documents submitted by Bidder in Sealed Envelope (specifying the bidder details and tender Name & No.) as detailed under Clause 15.5 to the Deputy Chief Engineer (Commercial & Planning) with full powers of Chief Engineer, will be opened first, verified and recorded. Online Bids of those Bidders failing to submit the hard copies of the documents shall not be opened and will be summarily rejected.

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

- (i) Bids that are incomplete, i.e. not accompanied by 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 and Bid Agreement.
- (ii) Bids not received by the due date and time.
- (iii) Bids having Conflict of Interest
- (iv) Bids being conditional in nature.

- (v) Bidder submitting or participating in more than one Bid either as a Company or as a Member of Bidding Consortium.
- (vi) Bidder delaying in submission of additional information or clarifications sought by KSEBL as applicable;
- (vii) Bidder makes any misrepresentation as specified in RfS.

The bid shall be evaluated only if it is responsive and satisfies conditions including inter-alia ~

- bidder or any of its Affiliates is not a willful defaulter to any lender
- there is no major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project.

#### **16.1.2 STEP II –Evaluation of Non-Financial Bid**

Evaluation of Non-Financial Bid – Cover I will be carried out considering the information furnished by Bidders as prescribed under the RfS & RfS Documents. This step would involve evaluation of the Bid of the Bidding Company / Bidding Consortium as per the provisions specified in this RfS. Technical evaluation of the bidders as per technical qualification criteria detailed under clause 3.3 will be carried out to find out technically competent bidders. Bidders will be evaluated based on the financial qualification criteria laid down under clause 3.4 to find out financially sound bidders. The bids of those bidders who qualify both technically and financially will only be considered for further processing.

#### **16.1.3 Step III - EVALUATION OF FINANCIAL BID**

Financial Bids (Cover II, Initial Price Offer) of the Qualified Bidders shall be opened **online**, on the date which will be intimated by the KSEBL in the DEEP e-bidding portal of MSTC. The evaluation of Financial Bid shall be carried out based on the information furnished in Cover II (Financial Bid).

The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of this RfS. Any Bid not meeting any of the requirements as per this RfS may cause the Bid to be considered “Non-responsive” at the sole decision of KSEBL. Financial Bid not in conformity with the requirement of this RfS or containing any deviation from these tendered conditions shall be rejected.

Tariff as completely quoted by the bidder shall be firm and cannot be more than Rs. 3.000/- (Rupees Three only) per kWh.

After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids shall critically evaluate the bids and certify as appropriate that the bidding process and the evaluation has been conducted in conformity to the provisions of the RfS. For the purpose of transparency, after the execution of the PPA, KSEBL shall publicly disclose the name(s) of the successful bidder(s) and the tariff quoted by them together with breakup into components, if any. The public disclosure shall be made by posting the requisite details on the website of KSEBL for at least 30 (thirty) days.

#### **16.1.4 STEP IV – SUCCESSFUL BIDDER(S) SELECTION**

Bids qualifying in Step III shall only be evaluated in this stage. The Financial Bids of all Qualified Bidders shall be ranked based on the quoted tariff from the lowest to the highest. The bids will be arranged in ascending order of quotes received. Bid with lowest tariff will be marked L1.

The Evaluation Committee shall have the right to reject all financial bids if the rates quoted are above the maximum tariff specified by KSEBL.

#### **17.E-REVERSE AUCTION**

After completion of evaluation of the financial bids and ranking of bidders e-reverse auction will be conducted as detailed under Clause 19 to determine the last lowest quoted tariff.

#### **18.DETERMINATION OF RESPONSIVENESS OF THE FINANCIAL BIDS**

**18.1** Prior to evaluation of the Financial bid of the Qualified Bidders, KSEBL will examine the Financial Proposals to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bidding Documents.

**18.2** If any Financial bid is found to be non-responsive to the requirement of the Bid Documents, such Financial bid will be rejected by KSEBL and will not be considered for further evaluation.

## **PART E**

### **E-REVERSE AUCTION PROCESS**

#### **19. E-REVERSE AUCTION PROCESS**

**19.1** The Bidders will be intimated individually by system generated emails only after opening of Financial Proposal.

**19.2** The Reverse auction should start within 120 minutes of opening of Financial Proposal and shall continue for a period of next 120 minutes.

Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bids are received which is lower than the prevailing lowest price bid.

**19.3** During the e-Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paise or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.

**19.4** The Bidders will have the option to increase the quantum of power corresponding to the value of EMD and Financial Capacity submitted, but not to decrease the quantum during the e-Reverse Auction process.

**19.5** To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, KSEBL may with the consent of the Appropriate Commission continue with the bidding process.

#### **20. SELECTION OF THE SUCCESSFUL BIDDER**

**20.1** The Bidders after the e-Reverse Auction process will be ranked in the ascending order of their final quoted rates. The list would also include the name, quantum offered and tariff quoted of those Bidder(s) who have not changed the quantum of power and tariff from financial bid to e-Reverse Auction stage.

## **20.2 BUCKET FILLING and PREFERENCE FOR KERALA BIDDERS:**

- a. The bidders will be selected based on e-reverse bidding followed by e-reverse auction and L-1 price matching. If the entire requisitioned quantity is not met by the L1 bidder, the remaining quantity if required can be met from the other valid bidders strictly by matching the L1 rates, i.e. at the same price as that awarded to L1 bidder. No additional price on any account shall be considered or awarded in such cases. The process of giving preference to Kerala bidders will be done manually after completion of the e-reverse auction process.
- b. KSEBL reserves the right to allocate 10% of the requisitioned quantum (preferred quantum) to Kerala bidders.
- c. If atleast 10% of the bid quantum, allocated as per the above bid process does not include allocation to Kerala bidders, then Kerala bidders who have participated in the bid process based on their rank will be asked to match with the L-1 rate.
- d. If they match, they will be allocated the preferred quantum based on their rank, in the initial bid.
- e. As part of allocation of preferred quantum to Kerala bidders depending on the quantum offered by Kerala bidders, the last ranked among other bidders will get their quantum reduced according to their rank.

## **21. OTHER TERMS AND CONDITIONS APPLICABLE TO REVERSE AUCTION PROCESS**

- (a) Reverse Auction Process will be conducted by KSEBL online and the Bidders will participate in the Reverse Auction Process remotely from their respective locations. The Bidders will be responsible to ensure uninterrupted and adequate internet connectivity during the Reverse Auction Process. The Bidders are also required to acquaint themselves with other terms and conditions provided on the E-bidding Portal.
- (b) KSEBL will not entertain or accept any request for extension of time during the Reverse Auction Process. The Bidders are, therefore, requested to make all the necessary arrangements / alternatives as may be required to ensure their successful participation in the Reverse Auction Process. Failure of power or loss of internet connectivity at the premises of Bidders during the Reverse Auction Process cannot be the cause for failure to participate in the Reverse

Auction Process. KSEBL shall not be responsible or liable for such eventualities.

- (c) The Bidders are advised to ensure that they are fully trained and aware of the manner in which the E-bidding Portal operates and also clarify all their doubts regarding issues such as refreshing of screen.
- (d) KSEBL will not be liable to the Bidders or any other party for any interruption or delay in access to the E-bidding Portal irrespective of the cause. In such cases, the decision of KSEBL shall be binding on the Bidders.
- (e) The Bidders should also note that:
  - (i) Order finalization and post order activities such as issuance of the LOA, signing of the Power Purchase Agreement etc. would be transacted directly between Successful Bidder/SPV and KSEBL.
  - (ii) LOA may be placed outside the E-bidding Portal and further processing of the LOA may also be outside the E-bidding Portal.
  - (iii) In case of any technical problem faced by the Bidders during the Bidding Process, the Bidders are advised to contact the person(s) mentioned in the link <http://www.mstcecommerce.com/auctionhome/Layouts/biddersguide-ppa.html>.
  - (iv) KSEBL will not be responsible for any computer configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of computer at Bidder's end.
  - (v) The Bidders may note that it may not be possible to extend any help, during the Reverse Auction Process, over phone or in person in relation to rectification of personal computer / Internet / Java related issues and the Bidder may lose the chance of participation in the auction.

## **PART F**

### **LETTER OF AWARD AND SIGNING OF THE POWER PURCHASE**

#### **AGREEMENT**

#### **22. LETTER OF AWARD (LOA)**

Upon the selection of the Successful Bidder, KSEBL will issue the LOA to the Successful Bidder(s) in duplicate. The Successful Bidder(s) shall, within 7 (seven) days of receipt of the LOA, sign and return, as acknowledgement, the duplicate copy of the LOA. If the duplicate copy of the LOA duly signed by the



Successful Bidder is not received by the stipulated date, KSEBL may, unless it consents to an extension, withdraw the LoA and forfeit the Earnest Money Deposit of the Successful Bidder.

### **23. SIGNING OF THE POWER PURCHASE AGREEMENT**

**23.1** The Successful Bidder or the SPV formed by the Successful Bidder, as the case may be, will execute the Power Purchase Agreement upon satisfying the following conditions:

**(a) sign and return, as acknowledgement, the copy of LOA, submit the Performance Guarantee**

A successful bidder within 30 days of issuance of Letter of Award (LoA) shall sign Performance Agreement in stamp paper worth Rs. 200/- as per the Proforma given in RfS. The EMD made by the successful bidder who fails to submit a contract Performance Bank Guarantee (PBG) and execute the Performance Agreement shall be forfeited. The Earnest Money Deposit submitted by the bidders shall be returned only after the execution of Performance Agreement by the successful Bidder/s. The Bidders shall extend the validity of Earnest Money Deposit on request of the Tendering Authority for a further period of Six Months (6 Months) for the fruitful completion of the bidding Process. The EMD of successful bidders shall be returned on receipt and after verification of the acceptability of Contract Performance Bank Guarantee submitted and signing of Performance Agreement.

In case the Project is not selected, KSEBL shall release the Bank Guarantees after the completion of e-bidding/ reverse auction process.

In case where the Non Financial Proposals of any bidders are not found acceptable due to any reason as specified in the RfS document, the bids of such bidders shall be returned unopened. In effect in e-Tenders, this shall mean return of Earnest Money Deposit, but Bid Submission fee will not be returned. The Performance Bank Guarantees shall be valid for a period suitable enough to cover the project commissioning period and the subsequent maximum delay period allowed with encashment of Performance Bank Guarantees, from the date of signing the PPA. In case any extension is given to the project, the corresponding extension needs to be made in the PBG. The Performance Bank Guarantees shall be returned only after the

official declaration of the Commercial Operation Date of the project capacity offered by the successful bidder.

**(b) CONTRACT AWARD AND CONCLUSION**

After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids shall provide appropriate certification on conformity of the bidding process evaluation according to the provisions of the RfS document.

KSEBL shall make the successful bids public for the purpose of transparency by indicating all the components of tariff quoted by all the successful Bidders, after signing of the Performance Agreement or effective date, whichever is later. While doing so, only the name of the successful Bidder(s) and the tariffs quoted by them shall be made public and details of tariffs quoted by other Bidders shall not be made public. For above purpose, requisite details shall be posted on the website of KSEBL.

- 23.2** In the event of Successful Bidder failing to fulfill the above conditions set out in this RFS, then KSEBL may, unless it consents to an extension, withdraw the LOA and forfeit the Earnest Money Deposit of the Successful Bidder.
- 23.3** Unless otherwise provided for in this RFS, the Successful Bidder will not be entitled to seek any deviation in the Power Purchase Agreement.
- 23.4** The Successful Bidder will bear all costs associated with signing of all the Power Purchase Agreement, including payment of any stamp duty, registration charges, etc. KSEBL will not be responsible or liable for any costs in relation to signing of the Power Purchase Agreement.
- 23.5** Subject to provisions of the Act, the distribution licensee shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act. Any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.”

\*\*\*\*\*

**PART G**  
**MISCELLANEOUS**

**24.BID DOCUMENTS**

**24.1** The bid documents as a whole including the RfS, its annexures, clarifications, addenda, corrigenda etc, LOA and all other correspondences relevant to finalization of the PPA etc shall form part of the PPA. In case of any contradictions between any documents the order of priority as detailed below will operate:

1. PPA – top priority
2. Letter of Award (LOA)
3. Any other correspondences relevant to finalization of LOA
4. Corrigenda
5. Addenda
6. Clarifications
7. RfS – least priority

**24.2** The Bid Documents must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bid Documents, the Bidder must inform KSEBL at the earliest. KSEBL will then direct the Bidders regarding the interpretation of the Bid Documents.

**24.3** The Bidders, after registering themselves on the E-bidding Portal in accordance with the procedure set out at **Clause 19**, must download the Bid Documents from the E-bidding Portal. KSEBL shall not be responsible for the completeness of the Bid Documents, if they are not procured in accordance with this RFS.

**25.ACKNOWLEDGEMENT BY THE BIDDER**

It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bid Documents (including all instructions, forms, terms and specifications) and any other information provided by KSEBL in the Bid Documents or pursuant to this RFS and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFS in any respect will be at the Bidder's risk and may result in rejection of the Bid;
- (b) received all relevant information requested from KSEBL;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of KSEBL;
- (d) satisfied itself about all things, matters and information, necessary and

required for submitting an informed Bid, for the development of the Project and performance of its obligations under the Power Purchase Agreement;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from KSEBL, or a ground for termination of the Power Purchase Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms of this RFS and the Power Purchase Agreement.

## **26. RIGHTS OF KSEBL**

**26.1** KSEBL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Financial Capacity requirement at any stage of the Bid Process;
- (c) retain any information, documents and/or evidence submitted to KSEBL by and/or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
- (e) reject a Bid, if:
  - (i) at any time, a material misrepresentation or incorrect or false information is made or uncovered;
  - (ii) the Bidder in question does not provide, within the time specified by KSEBL, the supplemental information sought by KSEBL for evaluation of the Bid; or
  - (iii) the Bid does not meet the validity requirement as set out of the RFS;
- (f) accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever

to any Person, including the Bidders. If KSEBL annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the Qualified Bidders.

**26.2** In the event KSEBL exercises its right under the Bid Documents to reject a Bid and consequently a Qualified Bidder or the Bidder which, during the Reverse Auction Process, quoted the lowest tariff gets disqualified or rejected, then KSEBL reserves the right to:

- (a) select the Qualified Bidder or the Bidder which, during the Reverse Auction Process, quoted the next lowest Tariff; or
- (b) take any such measure as may be deemed fit in the sole discretion of KSEBL, including inviting fresh Bids from the Qualified Bidders or annulling the Bid Process.

**26.3** In the event it is discovered during the Bid Process, at any time before signing the Power Purchase Agreement or after their execution and while they are in force that the Technical Capacity and/or the Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:

- (a) the Bidder shall be disqualified forthwith, if not declared as the Successful Bidder by the issuance of the LOA; or
- (b) the LOA shall be liable to be cancelled or the Power Purchase Agreement shall be liable to be terminated forthwith, if the Bidder has been declared as the Successful Bidder. KSEBL shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.

KSEBL shall have the right to forfeit and appropriate the Earnest Money Deposit, and if after the execution of the Power Purchase Agreement, shall have the right to forfeit and appropriate the performance guarantees, as a mutually agreed genuine pre-estimate of the loss suffered by KSEBL. Such forfeiture will be without prejudice to any other right or remedy that KSEBL may have under the Bid Documents, the Power Purchase Agreement and/or the applicable law.

## **27. CORRESPONDENCE WITH BIDDERS**

Save as expressly provided in the Bid Documents, KSEBL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

## **28. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA**

### **28.1 PROPRIETARY DATA**

All documents and other information provided by KSEBL or submitted by a

Bidder to KSEBL will remain or become the property of KSEBL. The Bidders are required to treat all information provided by KSEBL in the Bid Documents as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

## **28.2 CONFIDENTIALITY OBLIGATIONS OF KSEBL**

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

- (a) such publication is contemplated under these Bid Documents; or
- (b) such publication or disclosure is made to any Person who is officially concerned with the Bid Process or is a retained professional advisor advising KSEBL or the Bidder on matters arising out of or concerning the Bid Process; or
- (c) such publication is made for promoting the Project, including the names of Bidders that participated in the Bid Process and the tariff quoted by them; or
- (d) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- (e) such publication is to enforce or assert any right or privilege of the statutory authority and/or KSEBL or as may be required by law (including under the Right to Information Act, 2005); or
- (f) in connection with any legal process.

## **29.FRAUD AND CORRUPT PRACTICES**

**29.1** The Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFS, KSEBL may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

**29.2** Without prejudice to the rights of KSEBL under Clause 29.1 above, if a Bidder is found by KSEBL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by KSEBL, either indefinitely or for a period of time specified by KSEBL, from the date such Bidder is found by KSEBL to have directly or

indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

**29.3** For the purposes of this Clause 29, the following terms will have the meanings given to them below:

(a) **CORRUPT PRACTICE** means:

(i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Government of Kerala or KSEBL who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Government of Kerala or KSEBL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or

(ii) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Power Purchase Agreement, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or the Power Purchase Agreement, who at any time has been or is a legal, financial or technical advisor of the Government of Kerala or KSEBL on any matter concerning the Project.

For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Affiliates in the past but its assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the RFS. Nor will this restriction apply where such adviser is engaged after a period of 2 (two) years from the date of signing of the Power Purchase Agreement;

(b) **FRAUDULENT PRACTICE** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;

(c) **COERCIVE PRACTICE** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;

(d) **UNDESIRABLE PRACTICE** means

- (i) establishing contact with any Person connected or employed or engaged by KSEBL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or
  - (ii) having a conflict of interest, as defined in the RFS; and
- (e) **RESTRICTIVE PRACTICE** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

### **30.GOVERNING LAW AND JURISDICTION**

#### **30.1 GOVERNING LAW**

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

#### **30.2 EXCLUSIVE JURISDICTION**

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

### **31.INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for ease of reference only & shall not affect the interpretation of this agreement.

### **32.CHANGE IN LAW**

**32.1** The term Change in Law shall refers to the occurrence of any of the following events after the last date of the bid submission, including

- (i) the enactment of any new law; or
- (ii) an amendment, modification or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or



(v) any change in the rates of any Taxes which have a direct effect on the Project.

**32.2** However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.

**32.3** In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ KSEBL shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

\*\*\*\*\*

## **ANNEXURES**

### **BIDDING FORMATS**

## **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 RfS and other Bid submission requirements specified in the RfS documents.

- (i) Covering Letter (Format 1)
- (ii) Power of Attorney (Format 2)
- (iii) Consortium Agreement (Format 3)
- (iv) Qualification Requirement (Format 4)
- (v) Board Resolutions (Format 5)
- (vi) Earnest Money Deposit (Format 6)
- (vii) Financial Bid (Format 7)
- (viii) Disclosure (Format 8)
- (ix) Details of generation plant (Format 9)
- (x) Bid Agreement (Format 10)
- (xi) No Deviation Certificate (Format 11)

A Bidder may use additional sheets as required to submit the detailed information for its response to bid.

***[KSEBL is authorized to modify any of these formats of RfS to facilitate information for assessing Qualification Requirements specified in the RfS or for any other reasons. Such modification shall be construed as a change in Standard Bid Documents]***

**FORMAT – 1**  
**COVERING LETTER**

(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

The Deputy Chief Engineer (Commercial & Planning)  
with full powers of Chief Engineer,  
Kerala State Electricity Board Ltd.,  
8<sup>th</sup> Floor, Vidyuthi Bhavanam,  
Pattom P.O, Thiruvananthapuram, Kerala.  
PIN – 695 004,  
Tel: 0471-2514473, 9446008581  
email [\\_dce.cp@kseb.in](mailto:_dce.cp@kseb.in)

Sub: **Bid for supply of power on long term basis through tariff based competitive bidding process in response to RfS dated.....**

Dear Sir,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS and RfS Documents for supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of the KSEBL, 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 RfS.

1. We give our unconditional acceptance to the RfS, No. .. .. . dated ..... [*Insert date in dd/mm/yyyy*] and RfS Documents attached thereto, issued by the KSEBL, as amended. In token of our acceptance to the RfS Documents, the same have been digitally signed by us and confirms with the bidding process. We shall ensure that we shall execute such RfS Documents as per the provisions of the RfS and provisions of such RfS Documents binding on us.
2. We have submitted our firm Tariff, valid for 25 years at delivery point for .. .. . Locations, (Specify the no. of locations) for a cumulative Capacity of.. .. . MW (Specify Total MW Capacity) as per Annexure to Format 1 - Format of Covering Letter, in compliance to the RfS & RfS Documents.
3. Earnest Money Deposit

We have enclosed EMD for 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 6 from ..... [Insert name of bank providing Earnest Money Deposit] and valid up to.....in terms of this RfS. The offered quantum of power by us is ..... MW [Insert total capacity offered]

4. We have submitted our Financial Bid strictly as per Clause 15.3 of this RfS, 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 the KSEBL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of 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 RfS Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in the RfS & RfS Documents 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. We are enclosing herewith the offer in respective covers in compliance to RfS containing duly signed formats as desired by you in the RfS for your consideration.
9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfS and subsequent corrigenda from the KSEBL.
10. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RfS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
11. We undertake that we shall not submit any bid, on the basis of the same generation plant and quantum of power from such plant 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 period of one hundred and twenty (120) days from issue of RfS
12. [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.

13. We confirm that our Bid meets the following conditions:
- a) The Scheduled Commissioning Date is not later than the date specified in the RfS, subject to the provisions of the PPA.
  - b) The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.

Generation Plant	Offered Capacity in MW
1	.....MW
2	.....MW
	...
<b>Total of all Generation Plants</b>	<b>.....MW</b>

14. We confirm that the Financial Bid(s) conform(s) to all the conditions in the RfS including:
- a) Financial Bid(s) is/are in the prescribed Format 7, and is submitted online, digitally signed by the authorised signatory.
  - b) Financial Bid(s) is/are unconditional.
15. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and fifty (150) days from RfS due date.
16. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in this RfS.
17. 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 bidder's event of default under PPA, and consequent provisions of RfS & RfS Documents shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,  
We remain,

Yours faithfully,

**(Signature, Name and Designation of Person Authorized)**

**Annexure to Format – 1**

**Part 1**

Sl. No.	MW Capacity	Location (Code)	Location Description	Name of Substation /Voltage level	Technical Feasibility from CTU/STU
1.		Loc 1			Yes / No
2.		Loc 2			Yes / No
3.		Loc 3			Yes / No
4.		Loc 4			Yes / No
5.		Loc 5			Yes / No
6.		Loc 6			Yes / No
7.		Loc 7			Yes / No
8.		Loc 8			Yes / No
	(Add rows as required)				
	Total MW capacity of all Generation Plants offered under the bid				

Signature, Name and Designation of Authorized Person

**Annexure to Format – 1**

**Part 2**

**Summary of Bidding Capacity & Compliance to RfS**

Sl. No.	Generation Plant Location	Offered Capacity in MW (Total Capacity from single location)
1	1	.....MW
2	2	.....MW
<i>do</i>	<i>do</i> <i>(Insert additional rows as applicable)</i>	.....MW
Total of all Generation Plants offered under the bid		.....MW
Details of EMD submitted (Amount, Issuing Bank, Validity etc.)		
Details of Bid Submission Fee Remitted (Amount, UTR No., Date of transaction etc.)		

Signature, Name and Designation of Authorized Person



**FORMAT 2**

**Power of Attorney (duly notarized by Notary Public) 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 of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfS (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, jointly and severally liable for the execution of the contract, do agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

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

For and on behalf of Consortium Member

M/s.....

Signature, Name and Designation of Person Authorized

Name:

Designation:

Place:

Date:

Accepted

-----

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

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----

**FORMAT 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.)

**FORM OF CONSORTIUM AGREEMENT BETWEEN**

M/s....., M/s.....,

M/s..... And M/s.....

For (.....)

As per **Clause 3.1 f (iv)** of the RfS

**THIS Consortium Agreement** (hereinafter referred to as "Agreement") executed on this..... day of .....Two 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 of ..... and 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 RfS and in the event of selection as Successful Bidder to comply with the requirements as specified in the RfS and ensure execution of the RfS Documents as may be required to be entered into with the KSEBL.

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

**WHEREAS** the KSEBL desires to procure power on long term basis through tariff based competitive bidding process.

**WHEREAS**, the KSEBL had invited Bids, vide RfS dated ..... [*Insert date*]

**AND WHEREAS** Clause 3.1 c (iv) of the RfS 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 RfS, whereby the Consortium Members undertake to be liable jointly and severally for the execution of the contract 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 RfS, 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 the KSEBL, 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 RfS 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 RfS, within fifteen (15) days of issue of LOI 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 RfS 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 n	....
<b>Total</b>	<b>100%</b>

**(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 Thiruvananthapuram 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 Earnest Money Deposit, as stipulated in the RfS, 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 (CPG) on behalf of the Seller in favour of the KSEBL, as stipulated in the RfS and RfS Documents. The Lead Member shall be responsible for ensuring the submission of the CPG 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 KSEBL.
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 RfS 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 (Attach as applicable) 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 RfS 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 KSEBL.

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 KSEBL:

**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 .....

.....  
(Signature)

Name: .....

Designation: .....

For and on behalf of Consortium  
Member (party 1)

M/s.....

.....  
(Signature of authorized  
representative)

Name: .....

Designation: .....

Place: .....  
Date: .....

**Witness\* :**

1. ....  
(Signature)  
Name .....  
Designation.....

1. ....  
(Signature)  
Name .....  
Designation.....

Common Seal of ..... has been  
affixed in my/our presence pursuant to  
the Board of Directors Resolution dated  
.....

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

(Signature)

(Signature of authorized  
representative)

Name:  
Designation:

Name:  
Designation:  
Place:  
Date:  
Witness

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

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

Attested.....

(Signature)

(Notary Public)

Place: .....

Date: .....

Separate witnesses for each Consortium Member should fill in the details.

**Annexure to Format - 3**

Declaration of responsibilities and obligations of each of the Members as per Clause  
13 of Format - 3 for the Consortium Agreement to be attached by the Bidder

**FORMAT 4  
QUALIFICATION REQUIREMENT**

[On the letter head]

**To,**

The Deputy Chief Engineer (Commercial & Planning),  
With full powers of Chief Engineer  
Kerala State Electricity Board Ltd.,  
8<sup>th</sup> Floor, Vidyuthi Bhavanam,  
Pattom P.O, Thiruvananthapuram, Kerala.  
PIN – 695 004,  
Tel: +91 0471-251 4473; +91 9446008581,  
Email - dce.cp@kseb.in

**Dear Sir,**

**Sub: Bid for procurement of power on long term basis through tariff based competitive bidding process in response to the RfS dated ..... [KSEBL to insert date].**

We submit our Bid for the total capacity of ..... MW [Insert total offered capacity in MW]; for Bids from Single/ Multiple generation plants, mention sum total of offered capacity across all offers] for which we submit details of our Qualification Requirements.

Generation Plant	Offered Capacity in MW
1	..... MW
2	.....MW
...	
<b>Total of all Generation</b>	<b>.....MW</b>

**[Note: Applicable in case of Bidding Company]**

- A. **NETWORTH** (Clause 3.4.1 of RfS)
- B. **DETAILS REGARDING ANNUAL TURN OVER (attach details - clause 3.4.4)**
- C. **DETAILS REGARDING INTERNAL RESOURCE GENERATION (attach details – clause 3.4.4)**
- D. **BANK REFERENCE/SOLVENCY CERTIFICATE/LINE OF CREDIT etc (attach details – clause 3.4.4)**

We certify that the Bidding Company/Member of Bidding Company had a minimum Net worth of Rs.-..... Crore for ... MW based on unconsolidated audited annual accounts for the last three (3) financial years -----[indicate last three financial years].

For the above calculations, we have considered the Net worth by Bidding Company and/ or its Parent/ Affiliates for the last three financial year \_\_\_\_\_ as per following details:

Name of Company	Relationship with Bidding Company*	Net worth (Rs. in Crore)	Financial Year
1.			
2.			
3.			
<b>Total Net worth</b>			

\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent / Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship 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.

Note: - In case a Bidder offers capacity from more than one generation plant, the Net worth 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 Net worth requirement : \_\_\_\_\_ Crore
- (iii) Percentage of equity commitment by the Member : \_\_\_\_\_ %
- (iv) Net worth requirement for the Member : \_\_\_\_\_ Crore

Generation Plant: -----

Net worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs. \_\_\_\_\_ Crore (Equity Commitment (%) \* Rs [ ] Crore)

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

Name of Company	Relationship with Member* (Parent/ Affiliate)	Networth** (Rs. In Crore)
Company 1		
Company 2		
Company 3		
<b>Total</b>		

\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification



Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Due Date duly certified by the company secretary/chartered accountant is required to be attached with the format.

\*\* Net worth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of the bidder quoting from more than one generation plant, the Net worth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bid.

[If a Bidder is offering capacity from different plants, the above table has to be filled in separately for each generation plant.]

**Note:** Along with the above format, in a separate sheet, provide details of computation of Net worth duly certified by Statutory Auditor.

**E. REQUIREMENT OF LAND, CLEARANCES etc (clause 1.8)**

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):

We declare that the total land (as indicated in the application filed with the competent authority for according No Objection Certificate), has been procured and is in possession and the certificate by concerned and competent revenue / registration authority for possession of the land is enclosed.

OR

We intend to procure / take on lease the land, for which we have entered with an agreement with the owner of the land, copy of which is attached, and the owner have given consent for setting up the Solar plant. (Bidder to select whichever is applicable)

2. **Environmental Clearance:** Enclose copy of the requisite proposal submitted for obtaining NOC to the concerned administrative authority responsible for according final approval, duly attested by the authorized signatory.
3. **Forest Clearance:** (if applicable for the land of power station) Enclose copy of the requisite proposal submitted for the forest clearance, to the concerned administrative authority responsible for according final approval in the central / state govt., as the case may be, duly attested by the authorized signatory.
4. Approval from the concerned Authority (if applicable) for Water required for the Power Project.
5. For bidders within the state of Kerala a letter from State Transmission Utility (STU) confirming technical feasibility of connectivity of plant to the substation forming part of the Intra State transmission network in the State of Kerala.
6. Location wise Technology Feasibility Report for Solar PV Power Project & Technology Tie-up. (The Bidder shall be required to provide technology tie-up).
7. Requisite solar radiation, hydrological, geological, meteorological and seismological data etc. of the geographic location proposed. However, any

such data/ report will only be indicative in nature and bidders are required to do their due diligence before submission of bid.

**F. DETAILS OF SOLAR PV PROJECTS COMMISSIONED BY THE BIDDER**

<b>Sl.No.</b>	<b>Location with Postal Address</b>	<b>Whether done as individual or as joint venture (attach details)</b>	<b>Capacity (MW)</b>	<b>COD</b>

**G. IN CASE THE OFFER IS FROM AN EXISTING SOLAR POWER STATION:**

Documentary evidence regarding commissioning of such solar power station and available surplus capacity equivalent to the capacity offered in the Bid to be specified. (Attach details)

Yours faithfully

Signature & Name of the  
person Authorized by the Board

Signature and stamp of the  
Statutory Auditor

Date:

**FORMAT 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, 1956/2013, 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 Bid for "Procurement of 200 MW on long term from Solar PV plants on All India basis, including signing and submission of all documents and providing information / Bid to KSEBL , representing us in all matters before KSEBL, and generally dealing with KSEBL 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, 1956/2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in 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]**

3. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (-----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**
4. **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 RfS and RfS 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)**
5. **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
6. **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 RfS. **(To be passed by the Lead Member of the Bidding Consortium)**

7. **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 "Procurement of 200 MW on long term from Solar PV Plants 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 terms and conditions of RfS 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. Certificate of Incorporation, 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 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 regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956/2013 may be suitably modified to refer to the law applicable to the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

## FORMAT 6

### FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

In consideration of the ..... (Insert name of the Bidder) submitting the Bid *inter alia* for **supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of KSEBL** in response to the RfS dated ..... [Insert date of RfS] issued by KSEBL, acting through the Deputy Chief Engineer (Commercial & Planning) with full powers of Chief Engineer, Kerala State Electricity Board Ltd., 8<sup>th</sup> Floor, Vidyuthi Bhavanam, Pattom P.O, Thiruvananthapuram, Kerala., Pin – 695 004, Phone: +91 -471-251 4473; +91 -9446008581, Email: dce.cp@kseb.in, (hereinafter referred to as KSEBL) and such KSEBL agreeing to consider the Bid of ..... [Insert the name of the Bidder] as per the terms of the RfS, the ..... (Insert name and address of the bank issuing the Earnest Money Deposit, and address of the head office) (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the KSEBL or its authorized representative forthwith on demand in writing from the KSEBL or any representative authorized by it in this behalf an amount not exceeding RS. .... (Rupees ..... only) [Insert amount not less than as calculated as per **Clause 6** of RfS], 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 6** of this RfS) 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 ..... (Rupees... ..... only). Our Guarantee shall remain in force until ..... [Date to be inserted by KSEBL] or its authorized representative shall be entitled to invoke this Guarantee until ..... [Insert Date, which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the KSEBL 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 the KSEBL 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 KSEBL or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the KSEBL 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 Thiruvananthapuram 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, the KSEBL 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 KSEBL 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 KSEBL and may be assigned, in whole or in part, (whether absolutely or by way of security) by the KSEBL to any entity to whom it is entitled to assign its rights and obligations under the RfS Documents.

The Guarantor Bank hereby agrees and acknowledges that KSEBL 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. .... (Rupees..... only) and it shall remain in force until ..... [Date to be inserted on the basis of **Clause 6** of RfS], with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if KSEBL 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**

Signature

Name:

Name and address.

Designation with Bank Stamp

2. ....

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....

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

## **FORMAT 7**

### **Financial Bid (Initial Price Offer)**

#### **A - Guidelines to Bidders to complete the financial bid in DEEP e bidding portal**

1. The Financial Bid format is given only for reference to the bidder and shall not be enclosed with the Non-Financial Bid in Cover 1 or 2 nor any hard copy of the same is to be sent to this office.
2. The Financial Bid is to be uploaded in the DEEP e bidding portal of MSTC. The bidder will have to specify the total quantum of power he intends to supply, single price for all the locations from which he intends to supply and the minimum threshold quantum acceptable to the Bidder.
3. The Bidder may quote for any quantum of power from any number of locations up to the requisitioned capacity for the full contract but the capacity of each delivery point shall not be less than the minimum bid capacity of 5 MW.
4. The quoted tariff in Rupees per unit shall be provided up to three (3) decimal points and cannot be more than Rs. 3.000
5. Please note that the rate quoted shall be the fixed tariff per kWh for the contract period i.e., for 25 years.

**FORMAT – 8  
DISCLOSURE  
(On the Letter Head of Bidding Company / Each Member in a Bidding  
Consortium)**

**Disclosure**

**To:**

The Deputy Chief Engineer (Commercial & Planning),  
With full powers of Chief Engineer  
Kerala State Electricity Board Ltd.,  
8<sup>th</sup> Floor, Vidyuthi Bhavanam,  
Pattom P.O, Thiruvananthapuram, Kerala.  
PIN – 695 004,  
Tel: +91 0471-251 4473; +91 9446008581,  
Email: dce.cp@kseb.in

**Sub:** Bidders' Disclosure for Bid for supply of power to KSEBL in response to the RFS dated ... [Insert date]

We hereby declare that our Parent, Affiliate or Ultimate Parent with which we have direct or indirect relationships is 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 LoI has been issued, the same will be cancelled and the available bank guarantees will be encashed.

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



**FORMAT- 9****Details of proposed Generation Plants (submit separate forms for power plants at different locations)**

Sl. No.	Particulars	Details to be furnished by the Bidder
1	Location of Power Plant	a. Place
		b. Taluk & Village
		c. District
		d. Any other details
		e. Latitude/ Longitude Details
		f. Location Sketch
		g. Route Map
2	Land details	1. Area
		2. Ownership (Owned or on lease)
3	Power Plant details	(i) Installed capacity in MW
		(ii) Declared maximum CUF (not below 19%)
		(iii) Expected Generation in MU per year at declared CUF
4	Pooling Point details	(i) Place of Generation Switchyard
		(ii) Voltage level in kV
		(iii) Pooling Station Capacity in MW
		(iv) Nos. & Capacity of Transformers
		(v) Any other details
5	Point of interconnection	(i) Technical Feasibility Report from STU
		(ii) Details of Interconnection Point
		(ii) Voltage level
6	Details of Transmission line	(i) Voltage level
		(ii) Double circuit/single circuit
		(iii) Conductor
		(iv) Length of line
		(v) Attach route map

Signature:

Name:

Designation:

Date:

Place:

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

**FORMAT – 10**  
**BID AGREEMENT**

**Form of Agreement to be executed by the bidder and to accompany the bid,  
in Kerala Government Stamp Paper to the Value of Indian Rupees 200/-)**

Articles of agreement executed on this the ..... day of..... two thousand.....  
..... between the Kerala State Electricity Board Limited acting through.. . . . .  
the Deputy Chief Engineer (Commercial & Planning) with full powers of Chief  
Engineer, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, hereinafter referred  
to as "The KSEBL" of the one part and Sri ..... (here  
enter name and address of the bidder), hereinafter referred to as "the bounden" of  
the other part.

WHEREAS in response to the RfS as per Notification No. ....dated  
.....**20**..... and subsequent amendments thereto, the bounden has submitted to  
the KSEBL a bid for the **for long term procurement of power through tariff  
based competitive bidding from SOLAR PV plants established /to be  
established anywhere in India for meeting the RPO requirements of KSEBL**  
specified therein subject to the terms and conditions contained in the said RfS/bid  
documents.

WHEREAS the bounden has also submitted a Bank Guarantee for Rs. . . . . as  
Earnest Money Deposit for execution of an agreement undertaking the due  
fulfillment of the contract in case his bid is accepted by the KSEBL.

NOW THESE PRESENTS WITNESS AND it is hereby mutually agreed as follows:

In case the bid submitted by the bounden is accepted by the KSEBL with or without  
modifications and the Contract for **long term procurement of power through  
tariff based competitive bidding from SOLAR PV plants established / to be  
established anywhere in India for meeting the RPO requirements of KSEBL**  
is awarded to the bounden, the bounden shall within 30 days of award shall submit  
a Bank Guarantee in lieu of performance Bank Guarantee and enter in to a Power  
Purchase Agreement with KSEBL within 150 days from the date of issue of RFS  
incorporating all the terms and conditions under which the KSEBL accepts his bid.

In case the bounden fails to execute the agreement as aforesaid incorporating the  
terms and conditions governing the contract the KSEBL shall have power and  
authority to recover from the bounden any loss or damages caused to the KSEBL by  
such breach as may be determined by the KSEBL, appropriating the moneys  
inclusive of EMD or/any kind of security furnished by the bounden and if the money  
or security is found to be inadequate, the deficit amount may be recovered from the  
bounden and his properties movable and immovable and also in the manner  
hereinafter contained. The bounden will have no claim or right over the moneys  
and/or securities and EMD appropriated by the KSEBL and those moneys or/and  
securities shall belong to the KSEBL.

All sums found due to the KSEBL under or by virtue of this agreement shall be  
recoverable from the bounden and his properties movable and immovable under the  
provisions of the Revenue Recovery Act for the time being in force as those such  
sums are arrears of land revenue and also in such other manner as the KSEBL may  
deem fit.

In witness where of Sri/Smt..... (here enter name and designation) for  
and on behalf of KSEBL and Sri....., the bounden have here unto set  
their names the day and year shown against their respective Signatures.

Signed by Sri..... (Date)

In the presence of witnesses:

1.

2.

Signed by Sri.....

(Date)

In the presence of Witnesses:

1.

2.

**FORMAT - 11**  
**NO DEVIATION CERTIFICATE**

To

The Deputy Chief Engineer (Commercial & Planning),  
With full powers of Chief Engineer  
Kerala State Electricity Board Ltd.,  
8<sup>th</sup> Floor, Vidyuthi Bhavanam,  
Pattom P.O, Thiruvananthapuram, Kerala.  
PIN – 695 004,  
Tel: +91 0471-251 4473; +91 9446008581,  
Email: dce.cp@kseb.in .

Sub: RfS for long term procurement of power through tariff based competitive bidding from SOLAR PV plants established / to be established anywhere in India for meeting the RPO requirements of KSEBL - No Deviation Certificate – reg.

Ref: RfS No:

Dear Sir/Madam,

With reference to above, this is to confirm that, we have not taken any deviation from RfS clauses. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the RfS.

In the event of observance of any deviation in any part of our offer at a later date, whether implicit or explicit, the deviations shall stand null and void.

Thanking you,  
Yours faithfully,

Name of authorised representative of the bidder)

Place:

Date:

**ADDITIONAL FORMATS FOR  
BIDDER'S INFORMATION  
AND REFERENCE**

## **FORMATS FOR BIDDER'S INFORMATION AND REFERENCE**

Following formats and enclosures are provided for Bidder's information and reference and also to provide assistance in preparation of its Bid.

- (i) RfS Documents (Format 12)
- (ii) Format for clarifications / amendments on the RfS / RfS Documents (Format 13)
- (iii) Format for feasibility check on Connectivity (Format 14)
- (iv) Format for Performance Bank Guarantee (Format 15)
- (v) List of Banks (Format 16)

**FORMAT 12**  
**RfS Documents**

ENCLOSURE 1: - Power Purchase Agreement (PPA)

**FORMAT13**

**Format for Clarifications / Amendments on the RfS / RfS Documents  
(To be prepared in .xls format and submitted at pre-bid stage only)**

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

This format shall be used for submission of request for clarifications / amendments on the draft RfS Documents as per the provisions of this RfS.

.....

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



**FORMAT 14 (For bidders within KERALA)**

**Feasibility Check on Connectivity**

(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. #:

E-mail address#

To

The Deputy Chief Engineer,  
Concerned Transmission Circle office of KSEBL

*Sir,*

Sub: Bid for supply of power on long term basis through tariff based competitive  
bidding process in response to RfS dated ..... - *Feasibility Check for Grid  
Connectivity to Solar PV Plant*

<b>Sl No</b>	<b>Name of locality, Village and District at which Solar PV Plant is proposed.</b>	<b>Capacity Proposed</b>

Please confirm on the feasibility for connectivity for the Solar PV plant to the ~~grid~~  
Sub Station forming part of the Intra State transmission network in the State of  
Kerala at.....(Place) at.....(Voltage).

Details of Fees remitted.

Signature & Name of the person Authorized By the board)

**FORMAT 15**  
**Format for Performance Bank Guarantee**  
**PERFORMANCE BANK GUARANTEE**

BG No.

Date:

This guarantee is made on this ..... day of ..... 20..... by ..... (complete postal address of the bank) hereinafter called 'the **Bank**', which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns.

WHEREAS the Kerala State Electricity Board Limited, a Company incorporated by the Government of Kerala under the Companies Act, 1956 having its registered office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala, PIN – 695 004, hereinafter called as 'KSEBL ', which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns in having agreed to

..... exempt to ..... (hereinafter called "**Generator**" which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with KSEBL a sum of Rs...../- (Rupees ..... only) for ..... MW (Enter the capacity in MW) towards Performance Security Deposit in lieu of the said **Generator** having agreed to furnish a bank guarantee for the said sum of Rs. .... as required under the terms and conditions of Power Purchase Agreement No. .... dated ..... (hereinafter referred as the 'order') placed by the **Board** on the said **Generator** and on specific request on the part of the said **Generator**, we the **Bank** hereby unconditionally and irrevocably affirm and undertake-

- (a) At the request of the **Generator** we 'the **Bank**', do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to KSEBL up to a total sum of Rs ...../- [Rupees ..... only] for .....MW capacity , such sum being payable by us to KSEBL immediately upon receipt of first written demand from the said **KSEBL**.
- (b) We unconditionally and irrevocably undertake to pay to the **KSEBL** on an immediate basis, upon receipt of first written demand from the said **KSEBL** and without any cavil or argument or delaying tactics or reference by us to the **Generator** and without any need for the **KSEBL** to convey to us any reasons for invocation of the guarantee or to prove the failure to perform on the part of the **Generator** or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. ..../- [Rupees ..... only] for ..... MW capacity.
- (c) We hereby waive the necessity of KSEBL demanding the said amount from the **Generator** prior to serving the demand notice upon us.
- (d) We further agree and affirm that no change or addition to or other modification to the terms of the Power Purchase Agreement, shall in any way release us from any liability under this unconditional and irrevocable guarantee and we hereby waive notice of any such change, addition or modification. We further agree with KSEBL that KSEBL shall be the sole and exclusive judge to determine that whether or not any sum or sums are due and payable to him by the **Generator**, which are recoverable by KSEBL by invocation of this guarantee.

- (e) This guarantee will not be discharged due to the change in constitution of the **Bank** or KSEBL. We undertake not to withdraw or revoke this guarantee during its currency/validity period, except with the previous written consent of KSEBL.
- (f) We unconditionally and irrevocably undertake to pay to KSEBL, any amount so demanded not exceeding Rs ..... (Rupees ..... only) for ..... MW capacity not withstanding any dispute or disputes raised by the Employer or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this guarantee being absolute, unconditional and unequivocal. The payment so made by us under this guarantee to KSEBL, shall be a valid discharge of our liability for payment under this guarantee and the **Generator** shall have no claim against us for making such payment.
- (g) This unconditional and irrevocable guarantee shall remain in full force and effect and shall be initially valid for 2 years from the date of Power Purchase Agreement and shall be extended from time to time for such period till the validity of Power purchase agreement, as may be desired by the **Generator** on whose behalf this guarantee has been given.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs...../- ( Rupees ..... only) for ..... MW capacity.
2. This unconditional and irrevocable Bank Guarantee shall be initially valid for 2 years from the date of execution of the Power Purchase Agreement and shall be extended from time to time to cover such period , till the validity of Power purchase agreement.
3. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if KSEBL serves upon us a written claim or demand on or before ..... [validity date; initially valid for 2 years from the date of execution of the Power Purchase Agreement , and shall be extended from time to time to cover such period , till the validity of Power purchase agreement (25 years from Scheduled Date of Commissioning)

For and on behalf of the Bank

[Signature of authorized signatory(ies)]

Signature:

Name :

Designation:

POA Number:

Contact Nos. : Tel.....

Mobile.....

Fax No.

Email

Common seal of the Bank:

Witness:

- 1.
- 2.

Signature:

Name:

Address:

Contact No. Tel.

Mobile

email:

**Note:**

1. *For the purpose of executing the bank guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank which issues the Bank Guarantee.*
2. *The Bank Guarantee shall be signed on all the pages by the Bank authority indicating their POA Nos. and should invariably be witness.*

**FORMAT 16**  
**LIST OF BANKS**

**1. Scheduled Commercial Banks**

**SBI and Associates**

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra

**Other Nationalised Banks**

8. Allahabad Bank
9. Andhra Bank
10. Bank of India
11. Bank of Maharashtra
12. Bank of Baroda
13. Canara Bank
14. Central Bank of India
15. Corporation Bank
16. Dena Bank
17. Indian Bank
18. Indian Overseas Bank
19. Oriental Bank of Commerce
20. Punjab National Bank
21. Punjab and Sind Bank
22. Syndicate Bank
23. Union Bank of India
24. United Bank of India
25. UCO Bank
26. Vijaya Bank

**2. Scheduled Private Banks**

1. Federal Bank
2. ING Vysya Bank Ltd.
3. ICICI Bank Ltd.
4. Indus Ind Bank
5. HDFC Bank Ltd
6. IDBI Bank Ltd
7. Axis Bank
8. Kotak Mahindra Bank

**[The above list is indicative and the KSEBL is authorized to modify the aforesaid list of Banks as deemed fit. Such modification shall not be construed as a change in standard bidding documents.]**

**FORMAT 17**

**CHECK LIST FOR SUBMISSION OF BIDS**

	Authorisation letter , authorizing the DSC holders, who digitally sign the bid documents, to sign on behalf of the bidder;
1	Covering Letter (Format 1)
2	Power of Attorney (Format 2)
3	Consortium Agreement (Format 3)
4	Qualification Requirement (Format 4)
5	Board Resolutions (Format 5)
6	Bank Guarantee for EMD (Format 6)
7	Financial Bid (Format 7) (Shall only be submitted digitally through the designated bidding portal)
8	Format for Disclosure (Format 8)
9	Details of proposed Generation Plants (Separate forms for power plants at different locations) (Format 9)
10	Bid Agreement (Format 10)
11	No Deviation Certificate (Format 11)
12	Scanned copy of the PAN card of the bidder.

**FORMAT 18****STATEMENT OF TECHNICAL REQUIREMENTS FOR GRID CONNECTED PV POWER PLANTS****(Refer clause 3.3.2)**

Sl.No	Particulars	Requirement condition	Specifications Offered by Solar Power Generator	Remarks
1	Project/ Plant Capacity	Minimum 5 MW	..... MW	
2	Location of the Plant			
3	Proposed voltage level of the substation at which power is proposed to be injected.	Minimum 132 kV		
4	Proposed line length to the Substation forming part of the Intra State transmission network in the State of Kerala	Depending on the location		
5	Expected CUF for the proposed plant	16 % to 19 %		
6	Minimum CUF for the purpose of this tender	16%		
7	Maximum CUF for the purpose of this tender	19%		
8	Expected Annual Generation			
9	SPV Modules	The Solar PV Cells and Modules shall conform to the 'Approved List of Models and Manufacturers" (ALMM) as per MNRE notification dt 02.01.2019.		
a	Crystalline Silicon Solar Cell Modules	should qualify the standards in IEC 61215		
b	Thin Film Modules	should qualify the standards in IEC 61646		
c	Concentrator PV modules	should qualify the standards in IEC 62108		
		In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.		
10	Power conditioners / Inverters and Generating Station	Must confirm to the IEC/equivalent standards as specified below		

		Efficiency measurements IEC 61683		
		Environmental Testing IEC 60068-2/IEC 62093		
		Anti –Islanding Protection IEEE 1547/IEC 62116 or equivalent BIS standards.		
		Electromagnetic compatibility IEC 61000-6-2, IEC 61000-6-4 and other relevant part of IEC 61000		
		Electrical safety IEC 62103/IEC 62109-1&2		
		The equipments shall meet the requirements in accordance with the provisions of the part I of CEA(Technical standards for connectivity to the Grid) Regulation 2007, part II A1,B1 and B2 of the CEA(Technical Standard for connectivity to the Grid) (Amendment) Regulation 2013, CEA(Grid standards for Operation and Maintenance of Transmission Lines) Regulations, Grid code and State grid code.		
		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.		
11	Substation and Line/Cable	Part III of CEA(Technical standards for connectivity to the Grid) Regulation 2007, CEA(Grid standards for Operation and Maintenance of Transmission Lines) Regulations, Grid code and State Grid code		



12	Metering Equipments and meter	The equipments shall meet the requirements in accordance with the provisions of the CEA(Installation and Operation of meters) Amendment Regulation 2010		
13	SCADA / Data Acquisition System	Shall satisfy the prevailing rules of Central and State Regulatory Commission		
14	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 MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis. The developers will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.		
15	Test Certificate	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.		
16	Brief about proposed technology	(Bidder to include the particulars)		
17	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.		
18	Identification and Traceability	<p>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)</p> <ol style="list-style-type: none"> <li>i. Name of the manufacturer of PV Module</li> <li>ii. Name of the Manufacturer of Solar cells</li> <li>iii. Month and year of the manufacture (separately for solar cells and module)</li> <li>iv. Country of origin (separately for solar cells and module)</li> <li>v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 250C)</li> <li>vi. Wattage, I<sub>m</sub>, V<sub>m</sub> and FF for the module</li> <li>vii. Unique Serial No and Model No of the module</li> <li>viii. Date and year of obtaining IEC PV module qualification certificate</li> <li>ix. Name of the test lab issuing IEC certificate</li> <li>x. Other relevant information on traceability of solar cells and module as per ISO 9000</li> </ol> <p>Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.</p>		