

**(E-Procurement Tender Notice)**

**Tender Schedule**

**For**

**Design, Supply, Installation, Testing and commissioning of 1200KWp Grid  
Connected Ground Mounted power plants at 8 locations of each 150KWp at Vijaya  
Dairy plants of TSDDCFL, Telangana under RESCO mode**

**Tender Notice No: - TSREDCO/SE/SPV/Govt./VIJAYA DAIRY-  
1200KWp/RESCO/2020,Dated.09.11.2020**

**CLOSING DATE: 26.11.2020 AT 5.00 PM**



**TELANGANA STATE RENEWABLE ENERGY DEVELOPMENT CORPORATION LTD  
(TSREDCO)**

**Corporate Office: D. No. 6-2-910, Visvesvaraya Bhavan,  
The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004.  
Telangana State, India**

**PHONE: 040-23201502, 23201503, FAX : 040-23201504**

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**Web site: [tsredco.telangana.gov.in](http://tsredco.telangana.gov.in)**

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**Website advertisement**



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PHONE: 040-23201502, 23201503, FAX : 040-23201504

Online tenders are hereby invited from interested and eligible bidders for "Design, Supply, Installation, Testing and commissioning of 1200KWp Grid Connected Ground Mounted power plants at 8 locations of each 150KWp at Vijaya Dairy plants of TSDDCFL, Telangana under RESCO mode". Interested bidders can download the bids online from 10.11.2020 and submit the same, from 21.11.2020 to 26.11.2020 till 05:00PM through [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in). For further details please visit our website: <https://tsredco.telangana.gov.in>

**Date:09.11.2020**

VC & MD,  
TS REDCO



SECTION - I

# INVITATION FOR BIDS (IFB)

Tender Notice  
**SECTION - I: INVITATION FOR BIDS (IFB)**

- 1. Name of Work: Design, Supply, Installation, Testing and commissioning of 1200KWp Grid Connected Ground Mounted power plants at 8 locations of each 150KWp at Vijaya Dairy plants of TSDDCFL, Telangana under RESCO mode under Net-metering Scheme.**

**Bid Document No: TSREDCO/SE/SPV/Govt./VIJAYA DAIRY-1200KWp/RESCO/2020, Dt.09.11.2020**

- 2. Background:** Government of Telangana through G.O.MS.No.25, Dated. 03.09.2015 nominated Telangana State Renewable Energy Development Corporation Limited as Nodal Agency for implementation of New & Renewable Energy Programs in the state of Telangana.

The Govt. of Telangana has announced Telangana Solar Power Policy 2015 with provisions for promotion of Grid connected Solar Rooftop systems with net metering/gross metering option to the consumers. The following are the provisions for promotion of grid connected solar rooftop TS. Solar Power Policy 2015,

- The Government will promote solar rooftop systems on public buildings, domestic, commercial and industrial establishments.
- The consumers are free to choose either net or gross meter option for sale of power to DISCOM and the applicable tariff for either of the cases shall be equal to average Cost to Service of the DISCOM which will be determined by TSERC every year.
- Permission will be given to the group of persons / society to set up solar power projects and will be treated as collective generation for supply of power to the households of each society / group member.
- Time bound clearance of proposals through online mode.

The DISCOMs have issued the implementation guidelines based on the promotion policy announced by the GoTS.

On behalf of consumers under this scheme therein, TSREDCO is inviting e-bids from interested bidders for Design, Supply, Installation, Testing and Commissioning Rooftop/ Ground Mounted / High Raised Structure Solar Photo Voltaic Power Plants under Net-metering Scheme on “Build Own Operate” (B-O-O) basis at **1200KWp Grid Connected Ground Mounted power plants at 8 locations of each 150KWp at Vijaya Dairy plants of TSDDCFL in Telangana State under RESCO Mode.** The Power

Purchaser and TSREDCO shall enter into a Power purchase Agreement (PPA) separately with the successful or empanelled Bidder/Bidders selected based on this tender **through TSREDCO** for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the tender bid.

Any amendment(s)/ corrigendum/clarification(s) with respect to this Tender shall be uploaded on the e-Procurement website only. The bidders should keep themselves updated by regularly visiting the Telangana E-Procurement website and TSREDCO website for any amendment/ corrigendum/ clarification in regard to this Tender.

**3. OVERVIEW OF THE TENDER BID:-**

The successful Bidder/Bidders shall set up a **1200KWp Grid Connected Ground Mounted power plants at 8 locations of each 150KWp at Vijaya Dairy plants of TSDDCFL, Telangana** in Telangana State. Solar PV Project on Build Own Operate (BOO) basis in accordance with the provisions of this tender bid document and standard Power Purchase Agreement (PPA). PPA formats shall be provided at the time of LOI/Work Agreement.

Power Purchaser/TSREDCO shall enter into PPA or LOC with successful bidders for a period of 25years, from the date as per the provisions of PPA. The tariff payable to the Power Producer is fixed for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess applicable as on the last date of bid submission.

4. Bidders shall submit their bid by offering a single tariff for the Project applied for, which shall be applicable for all the 25 years in the respective of category.
5. If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), TSREDCO will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

**6. SELECTION TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS TENDER BID**

The Projects provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

7. TSREDCO shall conduct negotiations, if required or as per provisions of tender bid document.

8. TSREDCO reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

**DISCLAIMER:**

1. Telangana State Renewable Energy Development Corporation Limited (TSREDCO) reserves the right to modify, amend or supplement this document including all formats and Annexures.
2. While this document has been prepared in good faith, neither TSREDCO nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document, even if any loss or damage is caused by any act or omission on their part.

**Definitions:**

In the “Bid / Tender / Contract Document” as herein defined where the context so admits, the following words and expression will have the following meaning:

1. “Affiliate” shall mean a company that either directly or indirectly
  - a. controls or
  - b. is controlled by or
  - c. is under common control witha Bidding Company (in the case of a single company) and “control” means ownership by one company
2. “MNRE” shall mean Ministry of New & Renewable Energy
3. “B.I.S” shall mean specifications of Bureau of Indian Standards (BIS);
4. “Bid / Tender” shall mean the Techno Commercial and the Price/Financial Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
5. “Bidder / Tenderer” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require”;
6. “B-O-O” shall mean Build Own Operate;
7. “EMD” shall mean the unconditional and irrevocable online payment/ banker cheque/ demand draft to be submitted along with the Bid by the Bidder under ITB Clause of this Bid;

8. "Bidding Company" shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
9. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid Information Sheet and as specified in ITB of this Bid document including all amendments thereto;
10. "Bid Document" shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexure etc. as provided in this bid including all the terms and conditions hereof.
11. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949
12. "Competent Authority" shall mean Vice Chairman & Managing Director (VC&MD) of TSREDCO himself and/or a person or group of persons nominated by VC&MD for the mentioned purpose herein;
13. "Company" shall mean a body incorporated in India under the Companies Act, 2013;
14. "Contract" means the agreement entered into between the Employer and the Contractor/successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
15. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid.
16. "Completion of Work" means that the Project/Works have been completed operationally and structurally has been attained as per Technical Specifications.
17. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
18. "CMC" means Comprehensive Maintenance Contract (CMC)
19. "Day" means calendar day;
20. "Employer" or "TSREDCO" shall mean Telangana State Renewable Energy Development Corporation Limited, Hyderabad.
21. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section III: Technical & Special Conditions of Contract of this BID;
22. "Effective Date" means the date from which the time the supply of power is commenced to the Power Purchaser;
23. "GCC" means the General Conditions of Contract contained in this section;
24. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;.



25. "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
26. "IEC" shall mean specifications of International Electro-Technical Commission;
27. "IFB" Shall mean Information for Bidder
28. "ITB" shall mean Instructions to Bidder
29. "NIT" Shall means Notice Inviting Tender
30. "Parent Company" shall mean a company that holds paid-up equity capital directly or indirectly in the Bidding Company, as the case may be;
31. "Price/Financial Bid" shall mean separate Envelope, containing the Bidder's Quoted Price as per the format prescribed in Section-III (Technical & Special Conditions of Contract) of this BID.
32. "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section III: Technical& Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price/Financial Bid;
33. "RC" shall mean Rate Contract
34. "SNA" shall mean State Nodal Agency
35. "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law;
36. "Services" means those entire services ancillary to the supply of the products, to be provided by the Contractor under the Contract; e.g. transportation (including Loading, unloading and transfer to Site) and provision of marine or other similar insurance, inspection, expediting, carrying out guarantee tests, operations, maintenance etc.
37. SPD shall means "Solar Power Developer"
38. "Successful Bidder(s) / Contractor(s)" shall mean the Bidder(s) selected by Employer pursuant to this Bid i.e. on whom award is made.
39. "Standards" shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the MNRE.
40. "Time for Completion" means the time within which Completion of the Project/Works is to be attained as per the respective PO/ LOI/LOI or the relevant provisions of the contract;
41. "TSREDCO" means Telangana State Renewable Energy Corporation Limited
42. "Work" means the "Goods" to be supplied, as well as all the "Services" to be carried out under the Contract;

**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 case of reference only & shall not affect the interpretation of this agreement.



## SECTION - II

# INSTRUCTIONS TO THE BIDDER (ITB) AND GENERAL CONDITIONS

**SECTION - II**

**Instructions to the Bidder (ITB) and General Conditions**

**2.0) INTRODUCTION:**

- ❖ The project will be given to L1 bidder in preferential order.
- ❖ Higher experience will be taken into consideration, if same price / tariff quoted by more than one bidder.
- ❖ Reverse Auction of the short-listed bidder.

**2.1 BID INFORMATION SHEET**

The brief details of the tender bid are as under:

Bid Document No.	TSREDCO/SE/SPV/Govt./VIJAYA DAIRY-1200KWp/RESCO/2020/ Dt. 09.11.2020
Bid Document fee (Non refundable)	Rs.59,000/- incl. 18% GST (By way of DD from any Scheduled Bank in favour of TS REDCO, payable at Hyderabad)
EMD / Bid Security Deposit	Bid Bond (EMD) for Rs.9,00,000/- (Nine lakhs) by way of Demand Draft/BG in favor of TSREDCO. Firms claiming Exemptions for EMD shall submit letter from NSIC/ MSME for this work specifically.
Performance security value	At the time of allocation of project, the bidder shall submit Performance Guarantee of Rs.43,00,000/- for 1200kWp system to take up the project under RESCO MODE. This Performance Guarantee amount shall be submitted in the form of DD for Rs. 43,00,000/- in favour of “TSREDCO, Hyderabad” OR Bank guarantee of Rs. 86,00,000/- from any nationalized/scheduled bank. The bank guarantee should be valid for a period of one year with claim period of additional 6months. No interest shall be paid by TSREDCO on the amount of security money deposit.
Minimum Eligibility Criteria	Valid Registered Suppliers with TSREDCO with requisite experience of at least minimum 200KWp capacity at single site under Net metering in field of Grid Connected Solar PV systems in any one (1) FY in the last 3 Years (i.e. FY 2017-18, 2018-19 and 2019-20)
Minimum Eligibility Financial Criteria	The bidder shall submit the Solvency certificates from banks etc.) of not less than Rs.5.00 crores

Bid Documents available from	10.11.2020
Pre Bid Conference	20.11.2020 at 2:00 PM at Office of the TSREDCO, # 6-2-910, Visvesvaraya Bhavan, The Institution of Engineers Building, Khairatabad, Hyderabad, 500 004. Telangana State, India
Bid Document uploading start date	21.11.2020 at 2.00 PM onwards
Bid Document Downloading End Date	26.11.2020 till 05.00 PM
Last date for uploading of online documents	26.11.2020 till 05.00 PM
Last date for submission of Hard copies of documents uploaded online	27.11.2020 till 05.00 PM at Office of the TSREDCO, D. No. 6-2-910, Visvesvaraya Bhavan, The Institution of Engineers Building, Khairatabad, Hyderabad, 500 004. Telangana State, India
Pre-qualification & Technical Bid opening date/time	28.11.2020 at 11:00 AM.
Price Bid opening date/time	03.12.2020 at 03:00 PM
Validity of Tender	<b>Valid for 90 Days from the date of finalization</b>
Contact person	General Manager / Project Director (Solar), TSREDCO, Hyderabad
Tender to be addressed to	<b>Vice Chairman &amp; Managing Director Telangana State Renewable Energy Development Corporation Ltd (TSREDCO), D. No. 6-2-910, Visvesvaraya Bhavan, 2<sup>nd</sup> floor, The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004. Telangana State, India Ph: 040 - 23201502, 23201503./ Fax: 040 - 23201504 Email: se@tsredco.telangana.gov.in</b>

**Important Note:**

Bidder shall submit bid proposal along with Bid Document fee and EMD, complete in all respect as per the Bid Information Sheet. Technical bids will be opened in presence of authorized representatives of bidders who wish to be present.

TSREDCO have right to reject the bidding process at any stage or right to cancel the tender without mentioning any reason. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, “Technical Specifications”, various conditions of contract, formats, etc. can be downloaded from Telangana e-procurement website <https://tender.telangana.gov.in/>

Any amendment(s)/corrigendum/clarifications with respect to this Bid will be uploaded on <https://tender.telangana.gov.in/> website and TSREDCO website [tsredco.telangana.gov.in](https://tsredco.telangana.gov.in) only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually.

1. Bids not accompanying the Bidding Document Cost and EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.

The Bidding Document Cost has to be necessarily submitted in the form of online payment mode of e tender portal or Demand Draft (DD)/Banker's Cheque in favour of "Telangana State Renewable Energy Development Corporation Ltd (TSREDCO)", issued by any scheduled/nationalized bank and payable at Hyderabad.

The EMD should be in the form of online payment mode of e tender portal or Banker's Cheque/DD in favour of "Telangana State Renewable Energy Development Corporation Ltd (TSREDCO)," payable at Hyderabad. The validity of the EMD shall be as per the Bid information sheet.

The details of the instruments of Bidding Document Cost and the EMD (Online/DD/Cheque as applicable) have to be entered online in relevant fields/columns of the module while submitting the e-bid. It must be ensured by the bidder that the original instruments towards Bidding Document Cost and EMD are received by TSREDCO before opening time of the Technical bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. TSREDCO will not be responsible for any delay, loss or non-receipt of Bidding Document Cost or EMD sent by post/courier.

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-II (ITB) regarding submission/payment of EMD and Bidding Document Cost and shall be subject to fulfillment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Bidding Document Cost and EMD are self-explanatory, bidders should ascertain about their fulfillment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Bidding Document Cost and the EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

2. TSREDCO reserves the right to cancel / withdraw the tender without assigning any reason whatsoever and in such a case, no bidder / intending bidder shall have any claim arising out of such action.

3. The subject procurement will be done through e-tendering. The Bid document is available on Telangana e-tender website <https://tender.telangana.gov.in/> or on TSREDCO website's Home Page <https://tsredco.telangana.gov.in>. The Tender submission, Tender closing and opening will be done electronically and online.

## **2.2 PROJECT LOCATION:**

The locations are as follows:

Sl.No	Location	Capacity in KWp
1	Vijaya Diary MCC, Narayankhed(vill), Sanga Reddy Dist.,	150
2	Vijaya Diary, Siddipet Town, Siddipet Dist.,	150
3	Vijaya Diary, Medak Town, Medak Dist.,	150
4	Vijaya Diary, Shadnagar Town, Ranga Reddy Dist.,	150
5	Vijaya Diary, Kamareddy Town, Kama Reddy Dist.,	150
6	Vijaya Diary, Khammam Town, Khammam Dist.,	150
7	Vijaya Diary, Nizamabad Town, Nizamabad Dist.,	150
8	Vijaya Diary, Warangal Town, Warangal Urban.,	150
	Total	1200

The interested Bidders are required to participate in the tender bid for installation of Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the RESCO mode.

## **2.3 PROJECT SCOPE & TECHNOLOGY SELECTION**

Following conditions shall be applicable to the Bidders for submission of bids against this bid.

- (i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall either submit a single bid.
- (ii) The evaluation of bids shall be carried out as described in Section-IV of bid. The methodology for Allocation of Projects is elaborated in Section-V of bid.

## **2.4 CONNECTIVITY WITH THE EXISTING 230V/440V/11 KV LINE**

2.4.1 Refer Section-V of the bid.

## **2.5 POWER GENERATION BY SOLAR POWER DEVELOPER**

### **2.5.1 CRITERIA FOR GENERATION**

The SPD will declare the annual CUF of the Project at the time of submission of response to tender bid, which shall be allowed to be modified at the time of signing of PPA.

Thereafter, the CUF for the Projects shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 15%. SPD shall maintain generation so as to achieve annual CUF of minimum 15% value till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by TSREDCO to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

**2.5.2 SHORTFALL IN GENERATION**

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons solely attribute to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation of tariff to beneficiary Dept. of Rs/unit discovered through this tender as payable by beneficiary Dept. This will, however, be relaxable by beneficiary Dept. to the extent of non-availability of grid for evacuation which is beyond the control of the developer or due to non-availability of Load. The SPD is, however, free to deploy storage solution complying with the standard and codes as mentioned in tender bid document. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. In case the eventuality of Back down due to non-availability of Load or non-availability of grid, SPD shall be eligible for minimum generation compensation, in the manner detailed below.

**Off take constraints due to Back down and Un-availability of Load:**

<b>Duration of Breakdown</b>	<b>Provision of Generation Compensation</b>
Hours of <b>Breakdown</b> during a monthly billing cycle	Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) x (number of <b>Breakdown</b> hours during the month)] x PPA Tariff x Breakdown Capacity. Where, Average Generation per hour during the month (kWh) = Total Generation in the month (kWh) / Total hours of generation in the month.
<b>Duration of Load Unavailability</b>	<b>Provision of Generation Compensation</b>
Hours of Load Unavailability during a monthly Bill cycle	<p>Minimum Generation Compensation = 50% of (Estimated generation based on radiation of the month measured - Actual generation)x PPA Tariff</p> <ul style="list-style-type: none"> <li>Any outage hours of plant will not considered for this calculation</li> </ul> <p>Beneficiary shall pay for such generation loss at the PPA tariff so as to offset this loss. In case if there is no generation in a contract year, generation in the previous contract year shall be considered for the purpose of calculation.</p>



The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of JMR.

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

2.5.3 The SPD would be free to install DC solar field and storage system as per his design of required output and considering connected Load, including his requirement of auxiliary consumption, conforming to codes and standards provided in this document.

### **3. EARNEST MONEY DEPOSIT (EMD)**

3.1 Earnest Money Deposit (EMD) of INR as mentioned in Bid Information sheet per Project in the form of Bank Guarantee according to Format in favour of Telangana State Renewable Energy Development Corporation Ltd, (TSREDCO) and valid for **09 months** from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium.

3.2 The Bidder shall furnish the DD/Bank Guarantees towards EMD from any of the any nationalized Banks.

#### **Please note that:**

I. Vendors registered with NSIC/MSME under single point registration scheme certificate may be given exemption from EMD for all tenders of TSREDCO subject to following conditions:

- a. An exclusive NSIC/MSME certificate for this tender mentioning the tender document name and number along with date
- b. NSIC /MSME Certificate must be valid for 3 months from the date of Bid-Opening, However tender fee is not exempted

#### **The EMD may be forfeited if:**

- a. If the bidder withdraws its bid during the period of bid validity as specified in the bid.
- b. If the bidder does not accept computational/arithmetical error correction made by TSREDCO and as explained in “Financial Evaluation” section of the Bid document.
- c. If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by TSREDCO in tender documents and revision of his bid accordingly, in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.
- d. In the case of successful bidder, if the bidder fails within the specified time limit:
  - To sign the contract agreement within 15 days of placement of Lol/Award letter.
  - To furnish the required performance guarantee, in accordance with the tender document.

**4 PERFORMANCE BANK GUARANTEE (PBG)**

4.1 Bidders selected by TSREDCO based on this tender, the bidder shall submit Performance Guarantee of Rs.43,00,000/- for 1200kWp system to take up the project under RESCO MODE within 15 days from date of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. This Performance Guarantee amount shall be submitted in the form of DD for Rs. 43,00,000/- in favour of "TSREDCO, Hyderabad" OR Bank guarantee of Rs. 86,00,000/- from any nationalized/scheduled bank. The bank guarantee should be valid for a period of one year with claim period of additional 6months. No interest shall be paid by TSREDCO on the amount of security money deposit. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the DD/BG submitted towards EMD shall be returned by TSREDCO to the successful Bidder.

In case of delays in submission of PBGs, the signing of PPA shall be extended until the submission of the PBG by the SPD. In such cases, the Effective Date of the PPA shall remain unchanged. Further, the validity of the Bank Guarantee(s) against EMD submitted by the Bidder shall have to be maintained by the SPD, until the submission of PBG. In the event of non-submission of PBG by the date of expiry of the EMD, the EMD submitted for the Project shall be encashed by the TSREDCO, and the Project shall stand terminated.

4.2 All Performance Bank Guarantees (PBGs) shall be submitted on the name of TSREDCO.

4.3 **The SPD shall furnish the PBG from any nationalized Banks at Schedule of draft PPA to Beneficiary Dept. through TSREDCO.**

4.4 The format of the Bank Guarantees prescribed in the Formats (EMD) and (PBG) shall be strictly adhered to and any major deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

4.5 The successful Bidder for the Projects selected based on this tender bid are required to **sign PPA with Beneficiary Dept. and TSREDCO** within 30 days after the issue of LoA. In case, TSREDCO offers to execute the PPA Between beneficiary Dept. and the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause, Section-II, Instructions to Bidders (ITB) of tender document or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by TSREDCO from the Bank Guarantee available with TSREDCO (i.e. EMD

or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

4.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

4.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

4.8 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

4.9 After the bidding process is over, TSREDCO shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of the bidding process. The PBG of SPDs shall be returned to them, immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause, Section-II, Instructions to Bidders (ITB) of tender bid.

## **5 TSREDCO ADMINISTRATIVE CHARGES:**

5.1 Successful / allotted Bidder shall have to pay administrative charges @ Rs.0.20 per unit generated per month plus 18% GST to TSREDCO. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 3 days from date of receipt of bill from Beneficiary. Any delay in depositing the said amount to TSREDCO as mentioned above within the stipulated time shall attract interest @18% per annum, levied on per day basis, on the total Administrative charges, till (and including) the date of payment of Administrative charges.

## **6 POWER PURCHASE AGREEMENT (PPA)**

6.1 Beneficiary shall enter into Power Purchase Agreement (PPA) for this project with Bidder selected based on this bid through TSREDCO. A copy of Draft Power Purchase Agreement to be executed between the Beneficiary, TSREDCO and the selected SPD, is part of this Tender Document. The PPA shall be signed within 30 (Thirty) days from the date of issue of Lol (for e.g. If the LOI is dated 20.08.2020, then the last date of signing of PPA shall be 19.09.2020). The PPA shall be valid for a period of 25 years as per provisions of PPA.

6.2 The Performance Bank Guarantee as per Clause above shall be submitted by the SPD prior to signing of PPA of the project. Before signing of PPA with the selected Bidder for the project, TSREDCO will verify the documents furnished by the Bidder at the time of submission of response to bid including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the bid Qualification Requirement and financial requirements mentioned at Section-III of the bid. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this bid will be applicable.

6.3 Successful bidders will have to submit the required documents to TSREDCO within 21 days from the issue of Lol. In case of delay in submission of documents beyond the 21 days as mentioned above, TSREDCO shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LOI for the projects. In extraordinary cases of unavoidable delays on the part of Beneficiary Dept. in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

6.4 The SPDs will be free to reconfigure and repower the project from time to time during the PPA duration. However, beneficiary Dept. will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per bid and PPA.

6.5 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPDs and Beneficiary Dept. through TSREDCO.

6.6 The TSREDCO and the selected Bidder is required to open and maintain separately an Escrow account with an Escrow Agent in terms of the Escrow Agreement (Draft Escrow Agreement is part of the Tender Document).

The Parties (other than the Escrow Agent) will ensure that deposits shall be made in the Escrow Account in the mode and manner as per the Power Purchase Agreement proposed to be entered by the TSREDCO and the selected Bidder with the Power Purchaser.

Funds lying to the credit of the Escrow Account shall be released/transferred from the Escrow Account on the basis of written instructions by the TSREDCO to the selected Bidder (Power Producer) and to the TSREDCO as and when due as per the Power Purchase Agreement proposed to be entered by the TSREDCO and the selected Bidder with the Power Purchaser.