



**REQUEST FOR PROPOSAL
FOR SELECTION OF CONCESSIONAIRE
FOR
IMPLEMENTATION AND MAINTENANCE OF FLOATING
SOLAR PLANT AT BUGUDANAHALLI WATER TANK/
RESERVOIR IN TUMAKURU
ON
PUBLIC PRIVATE PARTNERSHIP (PPP)
Under Implementation of Smart City Mission in Tumakuru**

Volume - I

February 2021

Tender No. TSCL/Tender/CR/28/2020-21

TUMAKURU SMART CITY LIMITED

**Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road, Coffee
Board Colony, Tumakuru-572102**

GLOSSARY:

Authority	As defined in Clause 1.1
Tender Inviting Authority (TIA)	As defined in Clause 1.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.1
Bidding Process	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.2.2
Earnest Money Deposit	As defined in Clause 1.2.4
Bid Validity Period	As defined in Clause 2.16
Conflict of Interest	As defined in Clause 2.1.13
Consortium	As defined in Clause 2.1.18
Concessionaire	As defined in Clause 1.1.1
Eligibility Criteria	As defined in Clause 1.2.4(B)
Financial Capacity	As defined in Clause 3.3.2
Government	Government of Karnataka
Jt. Bidding Agreement	As defined in Clause 2.1.18
Lead Member	As defined in Clause 2.1.18
LOA	As defined in Clause 3.4.5
Member	Member of a Consortium
Other Members	As defined in Clause 2.1.18
Performance Security	As defined in Article 1 of Agreement
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
Agreement	Draft Concession Agreement
Technical Capacity	As defined in Clause 3.3.2

- (1) “AFFILIATE” or “Group Business Entity”: For the purpose of this RFP, a Group Business Entity shall mean-
 - i. A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or
 - ii. A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.
 - iii. The Group Business Entity shall be a Company incorporated under the Companies Act 1956/2013 or under an equivalent law abroad, if it is a foreign company.
- (2) “BID” or “PROPOSAL” shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to this RFP.
- (3) “BIDDER” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding 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;
- (4) “BIDDING CONSORTIUM” or “CONSORTIUM” shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RFP under a Consortium Agreement;
- (5) “Beneficiary States” - Shall mean the state which will consume solar power.
- (6) “CAPACITY UTILIZATION FACTOR (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point.

In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * \text{total hours available in an year})) \times 100\%$;

- (7) “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. For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/registered under the corresponding Statutes/ laws of the respective country;
- (8) “COMMERCIAL OPERATION DATE (COD)” shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of CSA shall be as per the provisions of CSA. The following milestone dates may therefore be observed and may fall on separate dates. ***Interconnection with Grid & Commissioning of the Project:*** This will be on a date, when the project meets the criteria defined for project commissioning. TSCL/TCC may authorize any individual or committee or organization to declare the project commissioned on site.

- (9) "COMPANY" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable;
- (10) "CONTRACTED CAPACITY" shall mean the AC capacity in MW contracted with Authority for supply by the DEVELOPER to Authority at the Delivery Point from the Floating Solar Power Project
- (11) "CSA" shall mean Concession Agreement signed between selected Concessionaire and Authority. Draft CSA enclosed along with this RFP.
- (12) "SCD" or "Scheduled Commissioning Date" shall mean Scheduled Commissioning Date of the Project as defined in 7.8 (a)
- (13) "Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
- (14) "Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- (15) "Affected Party" shall have the meaning set forth in Clause 14.2 of CSA.
- (16) "Agreement" or "Concession Agreement" or "CSA" shall mean this Concession Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof.
- (17) "Appropriate Commission" shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 or KERC.
- (18) "Applicable Laws" means all laws, brought into force and effect by GOI or the State Government Including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
- (19) "Applicable Permits" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable laws in connection with the construction, operation and maintenance of the Project Facilities during the subsistence of this Agreement
- (20) "Effective Date" shall mean date of signing of this Agreement;
- (21) "Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall Include modifications to or any re-enactment thereof, as in force from time to time,
- (22) "Bill Dispute Notice" shall mean the notice issued by a Party raising a Dispute regarding o Monthly Bill or a Supplementary Bill issued by the other Party:
- (23) "Business Day" shall mean with respect to CONCESSIONAIRE and AUTHORITY, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Karnataka:
- (24) "Capacity Utilization Factor" or "CUF" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

- (25) "Change in law" shall have the meaning ascribed thereto in Article 15 of this Agreement.
- (26) "CERC" shall mean the Central Electricity Regulatory Commission of India, constituted under sub section (1) of Section 76 of the Electricity Act, 2003, or its successors.
- (27) "Central Empowered Committee" Shall mean the committee formed as per the provisions of the National Solar Mission for selection of solar power CONCESSIONAIRES
- (28) "Change in law" means the occurrence of any of the following after the date of Bid
- a. the enactment of any new Indian law as applicable to the State;
 - b. the repeal, modification or re-enactment of any existing Indian law as applicable to the State;
 - c. the commencement of any Indian law, as applicable to the State, which has not entered into effect until the date of Bid;
 - d. a change in the interpretation or application of any Indian law, as applicable to the State, by a judgement of a court of record which has become final, conclusive and binding, as compared to such Interpretation or application by a court of record prior to the date of Bid; or
 - e. any change in the rates of any of the Taxes that have a direct effect on the Project
- (29) "COD" or "Commercial Operation Date" Shall mean the actual commissioning date of respective units of the Power Project where upon the CONCESSIONAIRE starts injecting power from the Power Project to the Delivery Point.
- (30) "Company" means the Company acting as the CONCESSIONAIRE under CSA;
- (31) "Competent Court of Law" shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement.
- (32) "Concession Agreement" or "CSA" or "Agreement" shall mean this Concession Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof.
- (33) "Conditions Precedent" shall have the meaning set forth in Clause 4.2 of CSA.
- (34) "Consents, Clearances and Permits" shall mean all authorizations, licenses, approval, registration, permits, waivers, privileges, acknowledgements, agreement, 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.
- (35) "Consultation Period" shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a CONCESSIONAIRE.
- (36) Preliminary Default Notice or AUTHORITY Preliminary Default Notice as provided in Article 16 of CSA Agreement for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances.
- (37) "Construction Works" means all works and things necessary to complete the Project Facilities in accordance with this Agreements
- (38) "Contracted Capacity" shall mean 20 MW contracted with AUTHORITY for supply by the

CONCESSIONAIRE to AUTHORITY at the Delivery Point from the Solar Power Project

- (39) "Contract Year" shall mean the period beginning from the Effective 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

In the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (1) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

- (40) "Contractor" means the person or persons excluding Other CONCESSIONAIRE, as the case may be, with whom the CONCESSIONAIRE has entered into any of the EPC Contract, the O&M Contract, or any other agreement or a material contract for construction, operation and/or maintenance of the Project or matters Incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the CONCESSIONAIRE.

- (41) "Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall

commence from the date on which a notice is delivered by one Party to the other Party asking the later to cure the breach or default specified in such notice;

not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and provided that if the cure of any breach by the CONCESSIONAIRE requires any reasonable action by the CONCESSIONAIRE that must be approved by AUTHORITY or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by AUTHORITY or the Independent Engineer to accord their approval;

- (42) "Delivery Point" shall mean point or points of which power supplied Into the Grid System. "Damages" shall have the meaning set forth In Sub-clause (w) of Clause 1.2.1 of CSA;

- (43) "CONCESSIONAIRE" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

- (44) "CONCESSIONAIRE Default" shall have the meaning set forth in Clause 16.1.1 of CSA:

- (45) "Dispute" shall have the meaning set forth in Clause 18.2 of CSA;

- (46) "Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 18 of CSA;

- (47) "Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form:

- (48) "Due Date" shall have the same meaning ascribed thereto in Article 13 of CSA.

- (49) "Electricity Laws" shall mean the Electricity Act, 2003 and the rules and regulations made there under

from time to time along with amendments thereto and replacements thereof and any other law pertaining to electricity including regulations framed by the Appropriate Commission.

- (50) "Emergency" means a condition or situation that is likely to endanger the security of the Individuals on or about the Project Facilities, Including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;
- (51) "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Site / Project Facilities.
- (52) "Energy Accounts" shall mean the regional energy accounts/state energy accounts as specified in the Grid Code Issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof.
- (53) "Events of Default" shall mean the events as defined in Article 16 of this Agreement.
- (54) "AUTHORITY Event of Default" shall have the meaning set forth in Clause 16.2,
- (55) "Expiry Date" shall mean the date occurring twenty five (25) years from the Commercial Operation Date (COD).
- (56) "Financial Closure" shall mean the execution of all the financing agreements required for the Power Project and fulfilment of conditions precedents and waiver, if any, of any of the conditions precedent for the initial draw down of funds there under.
- (57) "Financing Agreement" shall mean the agreements pursuant to which the CONCESSIONAIRE has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities AUTHORITY.
- (58) "Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 14.3.1;
- (59) "Gol" means Government of India.
- (60) "Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged In the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the CONCESSIONAIRE in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner:
- (61) "Government Instrumentality" means any department, division or sub-division of Government of India or the State Government and includes any commission board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Facilities or the performance of all or any of the services or obligations of the

CONCESSIONAIRE under or pursuant to this Agreement;

- (62) "Grid Code" shall mean the Grid Code specified by the CERC under Clause (h) of Sub section (1) of Section 79 of the Electricity Act, as amended from time to time.
- (63) "Grid System" means the Interconnection Facilities and any other transmission or distribution facilities through which the CONCESSIONAIRE supply electricity to KPTCL or BESCOM which in turn transmits electricity to their customer(s);
- (64) "Installed Capacity" shall mean the AC Rating of the Solar PV Project at Delivery Point.
- (65) "Insurances" shall mean the insurance cover to be obtained and maintained by the CONCESSIONAIRE in accordance with Article 11 of this Agreement.
- (66) "Interconnection Facilities" shall mean the facilities on CONCESSIONAIRE's side of the Delivery Point for sending and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment's, transformers, relay and switching equipment and protective devices, safety equipment and, subject to Article 10, the Metering System required for supply of power as per the terms of this Agreement.
- (67) "Invoice" or "Bill" shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.
- (68) "KERC" shall mean the Karnataka Electricity Regulatory Commission of India, constituted under sub - section (1) of Section 3 of the Karnataka Electricity Reforms Act, 1999 or its Successor.
- (69) "Late Payment Surcharge" shall have the meaning ascribed thereto in Article 13.4 of this Agreement.
- (70) "Law" shall mean in relation to this Agreement, all laws including Electricity laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the KERC:
- (71) "Letter of Credit" or "LOC" shall have the meaning ascribed thereto in Clause 13.6.1 of this Agreement
- (72) "Lead Member" shall have the meaning set forth in Recital (B):
- (73) "Lenders' Representative" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;
- (74) "LOA" or "Letter of Acceptance" means the letter of acceptance referred to in Recital (C):
- (75) "Month" shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month
- (76) "Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party.

- (77) "O&M" means the operation and maintenance of the Project Facilities and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this Agreement
- (78) "Part COD n" shall mean Shall mean the actual nth Part commissioning date of respective units of the Power Project where upon the CONCESSIONAIRE starts injecting power from the Power Project to the Delivery Point. (Ex:- There could be Part COD 1 – 5 MW, Part COD 2 – 5 MW and finally COD – remaining 10 MW)
- (79) "Party" and "Parties" thereto in the recital to this Agreement. Shall have the Meaning ascribed
- (80) "Payment Security Mechanism" shall have the meaning ascribed thereto in Article 13.6 of this agreement.
- (81) "Performance Security shall have the meaning set forth in Clause 4.4;
- (82) "Power Project" shall mean the Floating Solar Power Generation facility of Installed Capacity of 20 MW, located over Bugudanahalli Lake in Tumakuru, Karnataka.

This Includes all and auxiliaries such as water supply, treatment or storage facilities; bays for transmission system in the switchyard, and all the other assets, buildings/structures, equipment's, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility:

Whether completed or at any stage of development and construction are intended to be developed and constructed for the purpose of supply of power as per Agreement.

- (83) "Preliminary Default Notice" shall have the meaning ascribed thereto in Article 16 of this Agreement
- (84) "Project Agreements" means this Agreement, EPC Contract, O&M Contract and any other agreements or material contracts that may be entered into by the CONCESSIONAIRE with any person in connection with matters relating to, arising out of or incidental Project.
- (85) "Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practical methods and standards shall be adjusted as necessary, to take account of.
- (86) a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project:
- (87) b) the requirements of Indian Law, and the physical conditions at the site of the Power Project.
- (88) "Request for Proposals" or "RFP" shall have the meaning set forth in Recitals;
- (89) RBI shall mean the Reserve Bank of India.
- (90) "Rebate" shall have the same meaning as ascribed thereto in Article 13.5 of this Agreement.
- (91) "RLDC" shall mean the relevant Regional Load Dispatch Centre established under Sub. Section (1) of Section 27 of the Electricity Act, 2003.

- (92) "Rupees", "Rs." shall mean Indian rupees, the lawful currency of India. "Scope of the Project" shall have the meaning set forth in Clause 2.1;
- (93) "Scheduled Commissioning Date" shall mean ...<Scheduled Commissioning Date>.....
- (94) "Senior Lenders" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, Including their successors and assignees, who have agreed to guarantee or provide finance to the CONCESSIONAIRE under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold parri passu charge on the assets, rights, title and interests of the CONCESSIONAIRE;
- (95) "SLDC" shall mean the centre established under Sub-section (1) of Section 31 of Electricity Act 2003, relevant for the State(s) where the Delivery Point is located.
- (96) "SLDC Charges" shall mean the charges levied by the SLDC of the state wherein the Solar Power Project is located. "Solar Photovoltaic" or "Solar PV" Shall mean the solar photovoltaic power project that uses sunlight for conversion into electricity and that is being set up by the CONCESSIONAIRE to Provide Solar Power to AUTHORITY as per the terms and conditions of this Agreement.
- (97) "Solar Power" Shall mean power generated from the Solar Photovoltaic Power Project. "State" means the State of Karnataka and State Government" means the government of that State;
- (98) "State Transmission Utility" or "STU" shall mean Karnataka Power Transmission Corporation Limited or KPTCL
- (99) "Tariff" Shall have the same meaning as provided for in Article 12 of this Agreement.
- (100) "Tariff Payment" shall mean the payments to be made under Monthly Bills as referred to in Article 13 and the relevant Supplementary Bills.
- (101) "Tax" means and Includes all taxes, fees, cesses, duties (including stamp duties), levies that may be payable by the CONCESSIONAIRE for execution of the agreement and during the term of this Agreement under Applicable law:
- (102) "Termination" means the expiry or termination of this Agreement and the Rights hereunder
- (103) "Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement; "Term of Agreement" shall have the meaning ascribed thereto in Article 3 of this
- (104) "Term of Agreement" shall have the meaning ascribed thereto in article 3 of this agreement.
- (105) "Tests" means the tests to be carried out in accordance with the Specifications and Standards or the Maintenance Requirements and as finalised by the CONCESSIONAIRE in consultation with AUTHORITY /TSCL/Independent Engineer.
- (106) "Total Project Cost" means the cost incurred by the CONCESSIONAIRE for development, construction and operation & maintenance of the Project Facilities, as determined by an independent firm of chartered accountants mutually agreed upon and appointed by the Parties.
- (107) "Week" shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday.

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Tumakuru Smart City Limited (the “Tender Inviting Authority (TIA)”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the TIA/Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the TIA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP and subsequently provided 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 Authority / TIA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority /TIA, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

The TIA 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 RFP.

The TIA 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 RFP.

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

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 the TIA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the TIA 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.

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1 INTRODUCTION

1.1 Background

- a) The Ministry of Housing and Urban Affairs (MoHUA) Government of India (GoI) has initiated the Smart City Mission (SCM) and selected Tumakuru city to be developed as Smart City. Under the Smart City Scheme, Government has emphasized to improve the basic civic amenities of the cities on one hand and the provision of modern technological advances for ease of living on the other hand.
- b) The Smart City Proposal (SCP) for Tumakuru city envisions implementing a number of projects in both Area Based Development (ABD) projects and pan City components, including Commissioning of Renewable energy power plants for addressing energy needs of public agencies including Tumakuru City Corporation.
- c) The Commissioner, Tumakuru City Corporation will be the AUTHORITY and the Concession Agreement will be signed between the AUTHORITY i.e., Commissioner, Tumakuru City Corporation and the Concessionaire. The Managing Director, Tumakuru Smart City Limited (TSCL), is authorized representative of the AUTHORITY and is the Tender Inviting Authority (TIA).
- d) As part of Smart City Initiative, the Managing Director, Tumakuru Smart City Limited (TSCL) (the “TIA”), hereby invites proposal from reputed bidders to select CONCESSIONAIRE for development of Floating Solar Photo Voltaic Power Project for all activities including Design, Finance, Procure, Supply, Install, Test, Commission, Operation And Maintenance For 25 [Twenty Five] Years Of 20 MWp Grid Connected Floating Solar Photo Voltaic Power Project On Bugudanahalli Lake Reservoir in Tumakuru District along with Grid Connecting Equipment and Evacuation lines till Substation including Associated Electrical And Civil Works Under Implementation Of Smart City Mission In Tumakuru (All the project activities are collectively referred as the “Project”).
- e) Selected CONCESSIONAIRE would enter into Concession Agreement with Tumakuru City Corporation backed up by Directorate of Municipal Administration, Government of Karnataka.
- f) CONCESSIONAIRE would invest required financial resources for all the activities of the Project including setting up and O&M in accordance with the provisions of the Concession Agreement.
- g) CONCESSIONAIRE would also setup and maintain power transmission lines for evacuating power to a suitable Interconnection point in a 66kV KPTCL Substation and install Interconnection/ Delivery/ Metering Point.
- h) CONCESSIONAIRE would supply generated energy to Tumakuru City Corporation (TCC) at a rate discovered and approved in Bid Process as per the supply recorded at the Metering Point as per the provisions of the Concession Agreement.

- i) CONCESSIONAIRE shall in accordance with the provisions of the Concession Agreement carry out
- a. designing, constructing, erecting, testing, commissioning and completing of the Project and supply of Contracted Capacity:
 - b. Operation and maintenance of the Project in accordance with the provisions of this Agreement; and
 - c. Performance and fulfilment of all other obligations of the CONCESSIONAIRE in accordance with the provisions of the Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the CONCESSIONAIRE under the Agreement
- j) Brief particulars of the Project are detailed below:

Floating Solar Power Plant Project in Tumakuru		
Capacity (AC)	20	MW _p
Location	Bugudanahalli Lake	
Area of water body usage	80 to 100	Acres

- 1.1.1 The scope of work includes implementation of the Project set forth in this document together with provision of Project Facilities as specified and in conformity with the Technical Specifications and Standards set forth in APPENDIX – X.
- 1.1.2 Assessment of actual cost of the project will have to be made by the Bidders before submission of the bid.
- 1.1.3 The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations.
- 1.1.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Agreement or the TIA's right to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Request for Proposal ("RFP") are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the TIA/Authority.
- 1.1.5 The TIA shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided pursuant to this RFP (collectively the "Bid Documents"), as modified, altered, amended and clarified from time to time by the TIA/Authority, and all Bids shall be prepared and submitted in accordance with such terms.
- 1.1.6 Under this RFP, a Bidder shall submit only one Bid for the Project. In the event that the evidence provided by the Bidder is found to be unsatisfactory by the TIA, such Bids shall be summarily rejected. However, the Project would be awarded to the Bidder subject to it meeting the Eligibility Criteria set out for the Project. For the purpose of identifying the Bidder to implement the Project, the Bids submitted by each Bidder would be evaluated on the basis of the evaluation criteria set out in Section-3: EVALUATION OF BIDS of this RFP.

1.2 Brief Description of Bidding Process

- 1.2.1 The TIA has adopted a process (the “**Bidding Process**”) for selection of Bidders for award of the Projects and invites Bids from eligible “Bidders”, which expression shall, unless repugnant to the context include the members of the Consortium, for the Project electronically in the unified e-procurement portal of the Government of Karnataka **www.eproc.karnataka.gov.in** (hereinafter also referred to as “e-proc portal”) in accordance with the terms of this RFP. The TIA or any of its assignee shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through E-Procurement Portal or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by TIA/Authority in this regard.
- 1.2.2 The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 360 (Three Hundred and Sixty) days from the last date specified for submission of Bids (the “**Bid Due Date**”).
- 1.2.3 The Bidding Documents include the Request for Proposal and Agreement for the Project. The Bidding Documents and any addenda and/or corrigenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bidders are required to submit, along with its Bid, an EMD (“**EMD**”) of Rs. 98,00,000/- (Rupees Ninety Eight Lakhs only) which is split into two parts.
- a) Rs 10,00,000/- (Rupees Ten Lakhs only) shall be paid through E-Procurement Website, through any one of the e-Payment options such as Online Payments, Credit Card, Debit Card and Internet Banking
 - b) Rs 88,00,000/- (Rupees Eighty Eight Lakhs only) submitted in the form of Bank Guarantee favouring “MD and CEO, Tumakuru Smart City Limited” valid for a period of 12 months along with the Bid.

The EMD shall be refundable as per Clause 2.19 except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security under Agreement. The EMD shall be paid only through e-Payment options available in E-Procurement Portal.

Note:

1. TIA or any of its assignee shall not be held responsible in case of failure on part of the Bidder to furnish the EMD through E-Procurement Portal or for rejection of Bids by E-Procurement cell for whatsoever reasons, no correspondence shall be entertained by TIA in this regard.
2. Payment submitted through cheque or demand draft shall not be accepted. The Bid shall be summarily rejected if it is not accompanied by the EMD.

- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out field visits, at their cost, such studies as may be required for submitting their respective Bids for award of the Rights including implementation of the Project.
- 1.2.6 The Technically qualified Bidder quoting the lowest tariff (Rs per kWh) shall be the successful bidder for the Project.
- 1.2.7 If in the opinion of the Authority and/or TIA, the quoted lowest EMI of the bidder is substantially high, then the Authority and/or TIA may conduct negotiation / annul the Bidding Process and may invite a fresh tender.
- 1.2.8 The Concessionaire shall be entitled for the revenues from the Project in accordance with the terms of the Agreement.
- 1.2.9 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries (including any discrepancy, ambiguity and error with specific clause number) or request for additional information concerning this RFP shall be submitted only through E-procurement portal under the Queries section before the scheduled given in Clause 1.2.11.
- 1.2.11 Schedule of Bidding Process:

The TIA shall endeavour to adhere to the following schedule:

Sl no.	Events	Date/Time/Location
1	Last date and time for receiving queries	09-03-2021
2	Venue, Date and time of Pre-Bid Meeting	Conference Hall, TSCL
3	Last date and time prescribed for submission of bid(s) (Bid due date).	05-04-2021 at 16:00 Hrs.
4	Date and time of opening of the Technical Bid(s)	07-04-2021 at 16:00 Hrs.
5	Date and time of opening the Financial Bid (s) of Technically Qualified Bidder(s)	Will be intimated to the qualified bidder
6	Validity of Bids	180 days

2 INSTRUCTIONS TO BIDDERS

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be for the Project.
- a. The Bidder may be a Sole bidder or a group of entities (the “**Consortium**”), coming together to implement the Project. However, No Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Consortium. The term Bidder used herein would apply to both a Sole bidder and a Consortium.
 - b. All the entities forming a Consortium, bidding for the Project, shall be Registered with Registrar of Companies (RoC) under the Companies Act 1956/2013 or shall be registered with Government of India or State Govt. or its undertakings.
 - c. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.18.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Agreement for the Project shall have the meaning assigned thereto in the Agreement
- 2.1.3 Estimated annual energy consumption by the Authority for the purposes of water supply, STP, sewage treatment plant, crematorium, street lights is 36.6 MU. Including HT & LT transmission losses, this requirement come to 40.7 MU per year. This estimation is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own Assessment of the Project before submitting their Bids. Nothing contained in the Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Report.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under Agreement.
- 2.1.5 The bidders should submit the financial Quote through E-Procurement Portal only. However, Bidders should submit the breakup of financial quote in the format provided in Appendix XVI on or before date prescribed for opening of technical bid(s) in a sealed cover. Sealed covers thus submitted will be opened after the opening of financial bid in E-procurement portal. This Break up of financial quote is for internal analysis only and will not be considered for Evaluation of financial bid. The financial bid as per the e-procurement portal will be treated as actual quote of the bidder.

- 2.1.6 The financial bid shall consist of a single tariff in INR per each unit of energy (kWh). The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places.
- 2.1.7 The Bidder shall furnish an EMD as per Clauses 1.2.4 and 2.19 and in accordance with the provisions of this RFP.
- 2.1.8 The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the last date specified for submission of Bids (the “Bid Due Date”).
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at APPENDIX – XII, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at APPENDIX-XIII.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.12 The Bid submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language.
- 2.1.13 The Bidding Documents including this RFP and all attached documents shall remain the property of the TIA and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and The Authority and/or TIA will not return any Bid, document or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s)

(or any of its constituents) is less than 26% of its paid up and subscribed capital;
or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (twenty-six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.16 This RFP is not transferable.

2.1.17 Any award of concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.18 **Special Conditions of Consortium**

The Consortium shall also comply with the following requirements:

- a. The number of members in a Consortium shall not be more than 3 (three);
- b. The Bid should contain the information required for each member of the Consortium;
- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The other members of the Consortium shall be termed as “Other Member 1 and Other Member 2”. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix - III, signed by all the members of the Consortium;
- d. Lead Member along with his affiliates shall satisfy atleast 51% of required Technical Criteria specified in Section 3.3.3 (a)
- e. The Bid should include a brief description of the status of the Consortium members (Lead Member or Other Member);
- f. At the same time, Sole Bidder cannot be member of a Consortium applying for qualification. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for qualification;
- g. In case the Consortium, the Lead Member shall execute the Agreement on behalf of the Consortium.

- i. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”), as per the format provided in APPENDIX – XIV :: JOINT BIDDING AGREEMENT, for the purpose of submitting Bid and should submit the same along with the Bid. The Jt. Bidding Agreement should be specific to the Project and should fulfil the requirements set out below, failing which the Bid shall be considered non-responsive. The Jt. Bidding Agreement shall, inter alia:
- ii. Convey the intent to carry out all the responsibilities in terms of the Agreement, in case the Project is awarded to the Consortium.
- iii. Clearly outline the proposed roles and responsibilities of each member at each stage as regards planning and execution;
- iv. Members of the Consortium shall specify the lead member duly evidenced by power of attorney as per the format provided in Appendix-XIII signed by legally authorized signatures of all partners. The lead member would be authorized to incur liabilities and receive instructions for and on behalf of any of all members of the consortium and the entire execution of the concession including receiving of payment due and through whom any correspondence between the bidder and the authority will be channelled.
- v. include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Agreement; and
- vi. Except lead member, other Members of Consortium shall have no direct or financial claim on the TIA/Authority.

2.1.19 Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.20 A Bidder/Consortium Member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.

2.1.21 The following conditions shall be adhered to while submitting a Bid.

- a. Bidders should upload clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due

provision for incorporation of the requested information;

- b. information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder or Member named in the Bid and not, unless specifically requested, to other associated companies;
- c. Bidders should demonstrate their Eligibility Criteria in accordance with Clause 3.3 of this RFP.
- d. Bidders should demonstrate their Financial Criteria with Certificate(s) from a practicing Chartered Accountant with valid UDIN (s)

2.1.22 While qualification is open to Bidder from any country which should have a branch office and operations in India However only the past experiences in India are considered for technical qualification.

2.2 Change in composition of the Consortium:

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the TIA during the Bid Stage, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the TIA and must be approved by the TIA in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date

2.2.3 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially in the form at APPENDIX – XIV :: JOINT BIDDING AGREEMENT, prior to the Bid Due Date.

2.2.4 The option of change in composition of the Consortium which is available under Clause 2.2.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

2.3 Change in Ownership:

- 2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost acknowledged in the APPENDIX-I . The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the TIA forthwith along with all relevant particulars about the same and the TIA may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the TIA or Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the TIA or Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Cost of Bidding

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority and/or the TIA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

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

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Authority and/or TIA;
- c. acknowledged and accepted the risk of inadequacy, or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- f. Acknowledge that it does not have conflict of interest; and
- g. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- h. Agreed that visited site locations and understood ESCOM distribution system and transmission system.

Bidder shall submit the site inspection declaration as per APPENDIX-XVII

2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority or the TIA

2.6 Right to accept and to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, the Authority and/or the TIA reserves the right to accept or reject any Bid and to annul the Bidding 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 thereof

2.6.2 The Authority and/or the TIA reserves the right to reject any Bid if

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority and/or the TIA , the supplemental information sought by the Authority and/or the TIA for evaluation of the Bid

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification/rejection occurs after the Bids have been opened and one of the Selected Bidder gets disqualified/ rejected, then the Authority and/or the TIA reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority and/or the TIA , including annulment of the Bidding Process.

2.6.3 In case it is found at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Right thereby granted by the TIA/Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority/TIA to the Bidder, without the Authority/TIA being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the TIA/Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be, as genuine compensation and damages payable to the TIA/Authority for, inter alia, time, cost and effort of the TIA, without prejudice to any other right or remedy that may be available to the TIA/Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise

2.6.4 The Authority and/or the TIA reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority and/or the TIA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of the TIA/Authority there under

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda/Corrigenda issued in accordance with Clause 2.8

a. Information to Bidders :

Section 1. Introduction

Section 2. Instruction to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Meeting

Section 6. Miscellaneous

APPENDICES

Appendix I - Letter Comprising Bid

Appendix II –Details of Bidder

Appendix III (A) – Technical Criteria of the Bidder

Appendix III (B) - Relevant Projects Carried Out In Last Five Years That Best Illustrate Qualifications

Appendix III(C) – Certificate From The Client Regarding Best Illustrate Qualifications

Appendix IV - Financial Capability Of The Bidder

Appendix IV - Statement of Legal Capacity

Appendix V - Format For Certificate From Statutory Auditor For Financial Criteria Of The Bidder

Appendix VI - Statement Of Legal Capacity

Appendix VII - Anti-Collusion Certificate

Appendix VIII - Format for Affidavit Certifying That the Entity/Promoter/S / Director/S of Entity Are Not Blacklisted

Appendix IX – Declaration Of Shareholding Pattern Of The Bidder

Appendix X- No Deviation Certificate

Appendix XI- Integrity Pact

Appendix XII- Power Of Attorney For Signing Of Bid

Appendix XIII - Power of Attorney for Lead Member of Consortium

Appendix XIV - Joint Bidding Agreement (Applicable in case of Consortium)

Appendix XV - Specimen of Financial BID

Appendix XVI Break Up Of Financial Bid

Appendix XVII - Site visit declaration.

Appendix XVIII - Form of Parent Company Guarantee

Appendix XIX - Certificate from Chartered Accountant or Company Secretary

Appendix XX - Scope of Work and Technical Specifications

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the TIA through e-procurement portal in accordance with the schedule given in Clause 1.2.11 . The TIA shall endeavor to respond to the queries within 15 (fifteen) days prior to the Bid Due Date. The responses will be published in the E-Procurement Portal without identifying the source of queries as an addenda/corrigenda.
- 2.8.2 The TIA shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, the TIA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the TIA to respond to any question or to provide any clarification.
- 2.8.3 The TIA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through E-Procurement Portal. All clarifications and interpretations issued by The TIA shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by TIA or its employees or representatives shall not in any way or manner be binding on the TIA.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigenda.
- 2.9.2 Any Addendum/Corrigendum thus issued will be published in E-Procurement Portal. The published details on the said sources will be binding on the participating Bidders.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, TIA may, at its own discretion, extend the Bid Due Date. Information about extension of the deadline will be published in E-Procurement Portal vide corrigendum

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP through e-procurement portal www.eproc.karnataka.gov.in . The Authority and/or the TIA will evaluate only those Bids that are received through e-procurement portal in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection and shall be treated as non-responsive.

2.10.2 Wherever applicable documents of the Bid sought under this RFP shall be typed & signed by the authorized signatory of the Bidder and same shall be scanned and uploaded in e-procurement portal.

2.11 Submission of Bid

2.11.1 The Bidder shall submit the Bid(s) in the form specified in Clause 2.10.

2.11.2 The Bidder shall submit following documents through e-procurement portal www.eproc.karnataka.gov.in

i) “Technical proposal-Key Submissions”.

- a. Scanned copy of the Letter of Bid in the prescribed format provided in Appendix - I to Appendix XIX with supporting documents
- b. Scanned copy of the Power of Attorney for signing of Bid in the prescribed format (APPENDIX – XII); original copy of power of attorney should be submitted to the TIA within 7 working days after the bid due date.
- c. If applicable, the scanned copy of Power of Attorney for Lead Member of Consortium in the prescribed format (APPENDIX – XIII); original copy of power of attorney should be submitted to the TIA within 7 working days after the bid due date only in the case of consortium.
- d. Scanned copy of Certificate of Incorporation and a copy of Memorandum and Articles of Association of the Bidding Company/ all member companies of Bidding Consortium. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/Solar Power plant development. In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of CSA, if the bidder is selected as Successful bidder. If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of CSA.
- e. Bidder must submit scanned copy of the certificate from the Statutory Auditor for Bidder (format provided as APPENDIX – V);

- f. Copies of Bidder's or each Consortium Member's duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year 2015-16 to 2019-20.
- g. Scanned copy of the Jt. Bidding Agreement, in case of a Consortium in the format provided in "APPENDIX – XIV";
- h. Scanned copy of the Statement of Legal Capacity in the format provided in APPENDIX – VI;
- i. Scanned copy of the Anti-Collusion Certificate in the format provided in APPENDIX – VII;
- j. Scanned copy of the Anti-Blacklisting/debarment Affidavit in the format provided in APPENDIX – VIII
- k. Scanned copy of the Declaration of Shareholding Pattern of the Bidder in the format provided in APPENDIX – IX;
- l. Scanned copy of the No Deviation Certificate in the format provided in APPENDIX – X;
- m. Scanned copy of the Site visit declaration - APPENDIX – X:
- n. Scanned copy of the Scope of work- APPENDIX – X: and
- o. Scanned copy of the Integrity Pact APPENDIX – XI;
- p. A copy of the RFP and Agreement with each page Signed by the person signing the Bid in pursuance of the Power of Attorney's referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid.
- q. Scanned copies of registration certificate of the company or Class-I contractor registered with PWD/Electrical Inspectorate or Registration deed for firms or shall be registered with Government of India or State Govt. or its undertakings in accordance with clause 2.1.1
 - i) Qualification Submission
 - (i) Technical capability APPENDIX –III (A)(B)(C);
 - (ii) Financial capability (APPENDIX - IV, V & VI)

2.11.3 The Financial Bid of the Bidder shall be submitted only through E-Procurement Portal.

2.11.4 If the documents are not uploaded in the manner as instructed in this RFP document, Authority and/or the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.12 Bid Due Date

2.12.1 Bids should be submitted through E-Procurement Portal before the date and time specified in e-procurement portal in the manner and form as detailed in this RFP

2.12.2 The TIA may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/corrigendum in accordance with Clause 2.9.3 uniformly for all Bidders.

2.12.3 The TIA reserve the right to seek original documents for verification of any of the documents or any other supporting documents upon opening of the Bidding Documents.

2.13 Late Bids

There is no scope for submission of bids after prescribed date and time in e-procurement portal.

2.14 Financial Bid

2.14.1 The Financial Bid(s) shall be submitted only through e-procurement portal

2.14.2 Bid, consisting of the Bidders financial offer for the project in prescribed format as per Appendix V of this document. The TIA will open/unlock the Bids uploaded through e-procurement platform as specified above, including modifications made pursuant to Clause 1.2.11 online on the date notified in the e-procurement portal in the presence of bidders or their authorized representatives, who choose to be present at the stipulated place as notified in the procurement portal. In the event of the specified date of opening being declared a holiday for the Authority or TIA , the Bids will be opened at the appointed time and location on the next working day. The Bidders can also view the contents after the opening of the Bids. The Bidder's representatives who are present shall produce authorization letter and shall sign evidencing their attendance

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4 A tender submitted with an adjustable /conditional quotation will be treated as non-responsive and rejected

2.15 Rejection of Bids

2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding 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 therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15.2 The TIA reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 365 (Three hundred and sixty-five) days from the Bid Due Date (the “Bid Validity Period”). The bid with lesser validity shall be liable to rejection. In exceptional circumstances, prior to expiry of the original time limit, the TIA may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing. A Bidder may refuse the request without forfeiting his Earnest Money Deposit. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money deposit for a period of the extension.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the TIA in relation to or matters arising out of, or concerning the Bidding Process. The Authority and/or the TIA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority and/or the TIA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or the TIA

2.18 Correspondence with the Bidder

The Authority and / or TIA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. EARNEST MONEY DEPOSIT

2.19 Earnest Money Deposit

- 2.19.1 The Bidder shall furnish as part of its Bid, an EMD for an amount and in the manner provided in Clause 1.2.4
- 2.19.2 Any Bid not accompanied by the EMD shall be summarily rejected by TIA as non-responsive.
- 2.19.3 Save and except as provided in Clause 1.2.4, the EMD of unsuccessful Bidders will be returned by TIA, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder and successful completion of the Bidding Process or when the Bidding process is cancelled by the TIA
- 2.19.4 The Selected Bidder's EMD will be returned, without any interest, upon the Bidder signing the Agreement with the Authority and furnishing the Performance Security in accordance with the provisions thereof.
- 2.19.5 The TIA shall be entitled to forfeit and appropriate the EMD as genuine compensation / damages to the TIA in any of the events specified in Clause 2.19.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the TIA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on EMD shall be given to any Bidder
- 2.19.6 The EMD shall be forfeited and appropriated by the TIA as genuine compensation and damages payable to the TIA for, inter alia, time, cost and effort of the TIA without prejudice to any other right or remedy that may be available to the TIA hereunder or otherwise, under the following conditions:
- I. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - II. If a Bidder withdraws its Bid after opening of the Financial Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - III. In case the Bidder fails to acknowledge the Letter of Acceptance and/or Allotment Letter, and fails to fulfil conditions of the Letter of Acceptance and/or Allotment Letter.
 - IV. In the case of Selected Bidder, if it fails within the specified time limit -
 - i) to sign the Agreement and/or
 - ii) to furnish the Performance Security
 - V. If the documents uploaded by the bidder found fake/forged

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The TIA shall open the Bids as per the Schedule of Bidding process specified in Clause 1.2.11 at the place specified in Clause 1.2.11 and in the presence of the Bidders who choose to attend.
- 3.1.2 The TIA will examine and evaluate the Bids in the manner set out in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the TIA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority and/or the TIA, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5 The TIA reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the TIA shall determine whether each Bid is responsive to the requirements of RFP. in addition to clause 2.11 bid shall be considered responsive only if:
 - a. it is received as per the format at Appendix -I to Appendix- XIX;
 - b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9;
 - c. it is submitted through E-Procurement Portal in the manner stipulated in Clause 2.9, 2.10 and 2.11
 - d. Scanned copy of the Jt. Bidding Agreement, in case of a Consortium in the format provided in “APPENDIX – XIV :: JOINT BIDDING AGREEMENT”;
 - e. copy of Certificate of Incorporation and a Copy of Memorandum and Articles of Association of the Bidder;
 - f. Copies of Bidder’s in case of sole bidder or each Consortium Member’s in case of consortium duly audited annual reports and financial statements (balance sheets and profit and loss account) for the five previous consecutive financial years 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20;
 - g. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);

- h. A copy of the Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney's referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid;
 - i. it does not contain any condition;
- 3.2.2 The TIA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority and/or the TIA in respect of such Bid.

3.3 Evaluation of Eligibility Criteria and Technical Bid

- 3.3.1 The evaluation of the Bid submissions would involve opening and evaluation of the Technical proposals - Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFP. Those Bids found to be substantially responsive would be evaluated in the second step. TIA and/or Authority reserves the right to seek any clarifications on document(s) submitted in the E-Procurement Portal.
- 3.3.2 Only those Bidders whose Bids are responsive in accordance with provisions of Clause 3.2 above shall be considered for technical and financial capacity evaluation. Bids which do not meet these criteria shall be rejected
- 3.3.3 The Bidders competence and capacity is proposed to be established by following parameters:
 - a. Technical Criteria; and
 - b. Financial Criteria.

a) Technical Criteria:

For demonstrating technical capacity and experience, the Bidder should have done:

- I. The bidder should have designed, supplied and commissioned as a Developer or Contractor, Solar power plant(s) (Rooftop or Ground or Floating or Canal) of cumulative installed capacity of 10 MWp or above in the last five years in single or multiple Projects with a minimum size of 100 kW.
- II. If as a Contractor, the Bidder shall furnish a Performance Certificate issued by the Competent Authority; clearly mentioning that the Bidder has successfully commissioned projects (including scope such as designed, engineered, procured, constructed, installed). Competent Authority shall mean Client who has issued the work order and for whom the bidder had successfully Designed, Engineered, Procured, Constructed, Installed, Tested, Commissioned solar projects.

If as a Developer, the Bidder shall furnish Concession Agreement or Power Purchase Agreement signed with the Competent Authority. Competent Authority shall mean Client who has signed Concession Agreement with the Bidder.

- III. Proposed Floating system for the Project including anchoring and mooring should be from a Company/Organization which has supplied for Floating Solar Power Plant of cumulative installed capacity of 1 MWp or above in the last five years.

For the purpose of ascertaining qualification, Technical Criteria of group business entity (“**Group Business Entities**”) can also be submitted by the Bidder in addition to its own Technical Criteria

b) Financial Criteria:

- I. **Net worth:** The Net Worth of the Bidder should be equal to or greater than INR 10.00 crores for the Bid, as on the last date of previous Financial Year. 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 RFP. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.
- II. **Liquidity:** Bidder should demonstrate liquid assets and /or availability of credit facilities of no less than Rs 3 Crores (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc till signing of the CSA).
- III. **Fund Plan:** Bidder should demonstrate capability to achieve Financial Closure of the Project, if awarded with a Fund Plan certified from a Chartered Accountant or any such qualified person (Documents with valid UDIN to be submitted) for a minimum amount of Rs 75 crores apart from fund requirement of other “Accepted but not commissioned Projects”. Fund sources shall be demonstrated with respective supporting documents. Conditional comfort funding letter from recognized lending institutions/ banks/consortium of banks specified in “APPENDIX – XXV: List of Banks” for funding this Project, in case this Bidder is selected and the Project awarded is also acceptable.

Note:

- i. For the purpose of this RFP, a Group Business Entity shall mean-
- a. A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or
 - b. A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.

The Group Business Entity shall be a Company incorporated under the Companies Act 1956/2013 or under an equivalent law abroad, if it is a foreign company. The details of Group Business Entities must also be provided as per Annex-I of the RFP.

In case the bidder submits the credentials of parent company or group company of the Bidder, then

- a) The Bidder has to submit Share-holding Certificate as in Appendix XIV for each company to demonstrate parent-child relationship between the bidder company and parent/group company
 - b) the Bidder has to submit “Form of Parent Company Guarantee” as in Appendix XVIII
- ii. The Bidder may seek qualification on the basis of financial capability of its Group Company(s) for the purpose of meeting the qualification requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Group Company (s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Group Company (s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RFP. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Group Company (s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Group Company (s) shall be required to be submitted prior to signing of CSA, in case the Bidder is selected.
- iii. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- iv. A Company/ Consortium would be required to submit annual audited accounts for the last five financial years along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria.
- v. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- vi. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Group Company(s) is/ are located.

- a. In case the annual accounts or provisional accounts, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.
- b. In the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the “7 days prior to the bid submission deadline of this RFP” falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same.
- c. For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India’s reference rates prevailing on the date of closing of the accounts for the respective financial year.
- d. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated.

Note:

1. The Bidders shall submit the Relevant Certificates from the client in the formats prescribed in APPENDIX –III (B).
2. The Bidders shall submit the Relevant Certificates Establishing financial criteria set out in Section-3 in the formats APPENDIX - IV and APPENDIX – V

3.4 Selection of Bidder

- 3.4.1 The Financial Bid of the Bidders adjudged as responsive in terms of Clause 3.2.1, and who meet the Eligibility Criteria shall be opened.
- 3.4.2 All the Financial Bids received for the Projects would be opened and the Tariff offered by the Bidder under the Bid would be determined. The Bidder offering the lowest Tariff (Rs / kWh) will be selected (the “Selected Bidder”). In the event where two or more Bidders have quoted same Tariff, then the Bidder with highest net-worth shall be selected. In the event that tariff as well as net-worth is also same for two or more bidders, then TIA shall by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend, select the priority of Bidder for selection.
- 3.4.3 In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance, the TIA may shortlist the remaining Bidders. The TIA may in accordance with the process specified in the RFP, invite the other Bidders to match the Bid submitted by the Selected Bidder. In the event that none of the Bidders match the Bid of the Selected bidder, the TIA may, in its discretion, invite fresh financial Bids from the remaining Bidders or annul the Bid process as the case may be.
- 3.4.4 In the event that the remaining Bidders want to withdraw from the process, the TIA may, in its discretion annul the Bidding Process.
- 3.4.5 After selection of Successful Bidder, a letter of Award (LOA) will be issued to Successful Bidder stating that the TIA want to appoint the Successful Bidder as the CONCESSIONAIRE. Bidder shall have to send the acknowledgement for the same within three days. After issuance of Letter of Award (“LOA”) by the Facilitator, Successful Bidder shall have to pay Performance Security in the form of Bank Guarantee and in the manner specified in the draft CSA within 30 days of LOA and sign the CSA with the Authority. Successful Bidder shall not be entitled to seek any deviation from the Draft CSA, as may have been amended by the TIA prior to the Bid submission date. The Bidder shall furnish the Bank Guarantees from any of the Banks listed at APPENDIX – XXV: List of Banks. Bank Guarantees issued by foreign branch of a bank from bank list given in APPENDIX – XXV: List of Banks is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- 3.4.6 Failure of the Selected Bidder to comply with the requirements of Clause 3.4.5 shall constitute sufficient grounds for the annulment of the LOA, as the case may be, and forfeiture of the EMD. In such an event, the TIA reserves the right to take any such measure as may be deemed fit in the sole discretion of the Facilitator

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration from the time immediately after they are opened until such time the Authority and/or the TIA makes official intimation of award/ rejection to the Bidders through e-procurement portal. While the Bids are under consideration, Bidders and/ or

their representatives or other interested parties are advised to refrain from contacting by any means, the TIA and/or their employees/ representatives on matters related to the Bids under consideration.

3.6 Financial Closure

The Selected Bidder shall achieve Financial closure within 6 months (six months) from the signing of the Concession Agreement.

4 FRAUD AND CORRUPT PRACTICES

It is GoK's policy to require that the concessionaire to observe the highest standard of ethics during the execution of the project.

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority and/or the TIA shall reject a Bid or withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the TIA shall forfeit and appropriate the EMD as genuine compensation and damages payable to the TIA towards, inter alia, time, cost and effort of the TIA, without prejudice to any other right or remedy that may be available to the TIA hereunder or otherwise
- 4.2 Without prejudice to the right of the Authority and/or the TIA under Clause 4.1 hereinabove and the right and remedies which the Authority and/or the TIA may have under the LOA, if a Bidder is found by the Authority and/or the TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority or the TIA during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority or the TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be
- 4.3 For the purposes of this Article 4, the following terms shall have the meaning hereinafter respectively assigned to them
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the TIA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the TIA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the

Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the TIA in relation to any matter concerning the Project;

- ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the TIA/Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID MEETING

- 5.1** A pre-bid meeting of the Bidders shall be convened at the designated date, time and place as mentioned in Clause 1.2.11. A maximum of two representatives of each Bidder shall be allowed to participate
- 5.2** During the course of the pre-bid meeting, the Bidders will be free to seek clarifications from the TIA/ Authority. The TIA/Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process
- 6.2 The TIA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding 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;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7 SPECIFIC CONDITIONS OF THE PROJECT

- 7.1 **CONCESSION AGREEMENT (CSA):** TCC (Tumakuru City Corporation) Tumakuru City Corporation backed up by Directorate of Municipal Administration, Government of Karnataka shall enter into Concession Agreement (CSA) with the selected bidder based on this RFP. Copy of the draft Concession Agreement (CSA) is provided along with this RFP. Wherever any clause/item/details differ between RFP and the draft CSA, the clause/item/details specified in the draft CSA takes precedence.
- 7.2 The CONCESSIONAIRE will be free to reconfigure and repower the project from time to time during the CSA duration. However, TCC will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Concession Agreement (CSA) as per guidelines.
- 7.3 Any extension of the CSA period beyond 25 years shall be through mutual agreement between the CONCESSIONAIRE and TCC.
- 7.4 **Reservoir and land arrangements:** The Power Procurer (TCC) is required to obtain necessary internal clearances required for setting up the Floating Solar Power Project, including but not limited to the following:
- a. At the time of signing of the CSA, CONCESSIONAIRE shall be given “right to use” of the reservoir for designing and implementing this project.
 - b. AUTHORITY shall also handover required land for the establishment of FSPV substation including Main control room near the Project site (lake).
- 7.5 **FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS:**
- a. The Projects shall achieve Financial Closure at or within 6 (six) months from the Effective Date of the Concession Agreement (CSA) (for e.g. if Effective Date of the CSA is 07.04.2021, then scheduled Financial Closure date shall be 07.10.2021).
 - b. At the time of signing of CSA, selected Concessionaire shall submit DPR, Project designs, documentations and applicable fees & deposits and assist the AUTHORITY to apply and seek Project Approval from KREDL. Project Approval shall involve permissions for wheeling, banking and others. It is presumed that such Approval process takes 60 (sixty) days. Any delay beyond 60 (sixty) shall entail a corresponding extension in date of Financial closure and Scheduled Commissioning date.
 - c. At the stage of financial closure, the CONCESSIONAIRE shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the CONCESSIONAIRE shall submit a certificate/necessary documents from all

financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

- d. Checklist of documents to be submitted at this stage is provided at Appendix-XXVI of the RFP.
- e. In case of default in achieving above condition as may be applicable within the stipulated time, TCC shall be entitled to encash Performance Bank Guarantees and shall withdraw the Project, unless the delay is on account of factors not owing to any action or inaction on the part of the CONCESSIONAIRE, or caused due to a Force Majeure as per CSA. An extension can however be considered, on the sole request of CONCESSIONAIRE, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of CONCESSIONAIRE to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, TSCL shall issue notices to the CONCESSIONAIRE who are not meeting the requirements of Financial Closure as per the RFP deadlines. The notice shall provide a period of 7 business days to the CONCESSIONAIRE to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days- TCC on recommendation of TSCL shall encash the PBG of the corresponding CONCESSIONAIRE and terminate the CSA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid in favour of TCC by the CONCESSIONAIRE in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the CONCESSIONAIRE. In case of the CONCESSIONAIRE meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the CONCESSIONAIRE shall be returned by TCC on recommendation of TSCL. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the CONCESSIONAIRE without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.
- f. The CONCESSIONAIRE will have to submit the required documents to TSCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, TSCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

- 7.6 **COMMISSIONING:** The Commissioning of the Project shall be carried out by the CONCESSIONAIRE in line with the procedure given in draft CSA document (Commissioning Procedure at Appendix XX and Appendix XXI are for reference). TSCL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or TSCL after successful commissioning.
- 7.7 **PART COMMISSIONING:** Part commissioning of the Project shall be accepted by TSCL & TCC in accordance with Appendix XXI of RFP. Part commissioning of the Project shall be accepted by TSCL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 5 MW_p (Five Mega Watt), without prejudice to the imposition of liquidated damages, in terms of the CSA on the part which is not commissioned. For example, a project of 20 MW may be commissioned in 2 parts: First being a part capacity of 05 MW and the remaining part capacity being 15 MW. On achievement of COD or Part COD and thereon commencement of supply of power, AUTHORITY shall pay to the CONCESSIONAIRE the monthly Tariff Payments as per CSA. However, the Scheduled Commissioning Date will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the CSA will remain in force for a period of 25 (twenty five) years from the COD.
- 7.8 **COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING:**
- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 12 months from the Effective Date of the CSA (for e.g. if Effective Date of the CSA is 07.05.2021, then SCD shall be 07.05.2022).
 - b. If the selected CONCESSIONAIRE is unable to complete commissioning of the full capacity of the Project by the Scheduled Commissioning Date for reasons other than for the reasons specified in Clause 5.7.1 of CSA, the CONCESSIONAIRE can place an Extension Request in front of AUTHORITY & TIA and the Extension Request can however be considered by the AUTHORITY & TIA subjected to:
 - (i) CONCESSIONAIRE making an advance payment of extension charges of INR 1,000/- per day per MW to TIA for a delay of 1 to 180 days beyond original Scheduled Commissioning Date and
 - (ii) CONCESSIONAIRE making an advance payment of extension charges of INR 1,500/- per day per MW to TIA for a delay of 181 to 365 days beyond original Scheduled Commissioning Date
 - (iii) For avoidance of doubt, in the event of failure to pay the above-mentioned charges by the CONCESSIONAIRE, the TIA is entitled to

encash the Performance Security

- c. The maximum time extension period allowed for commissioning of the full Project Capacity with applicable liquidated damages is 12 months
- d. The maximum time period allowed for achievement of Commercial Operation Date (COD) for full capacity of the Project with payment of Liquidated Damages shall be limited to 24 (twenty four) months from the Effective Date for reasons other than specified in Clause 5.7.1 of CSA. In case, the achievement of COD is delayed beyond 24(twenty four) months from the Effective Date for the reasons other than specified in Clause 5.7.1 of CSA, it shall be considered as an CONCESSIONAIRE's Event of Default and provisions of Article 16 of CSA shall apply and the total Performance Security amount for the Project shall be encashed by the AUTHORITY and proceedings for black-listing of Concessionaire firm shall be initiated. In case the Part Commissioning has been completed within this deadline, then the CSA capacity shall stand reduced/ amended to the Project Capacity commissioned and the CSA for the balance capacity will stand terminated.
- e. In case of any delay in handing over land & water body by the AUTHORITY to the CONCESSIONAIRE in accordance with the given timelines specified in CSA, shall entail a corresponding extension in scheduled commissioning date.

7.9 **Early Commissioning:** The CONCESSIONAIRE shall be permitted for part / full commissioning of the Project even prior to the SCD. In such case TCC shall purchase the generation at the same Tariff agreed in the Concession Agreement.

7.10 **COMMERCIAL OPERATION DATE (COD):** Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of CSA shall be as per the provisions of CSA. The following milestone dates may therefore be observed and may fall on separate dates

- a. **Interconnection with Grid & Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. TSCL may authorize any individual or committee or organization to declare the project commissioned on site.

7.11 **EQUITY LOCK-IN CONDITIONS OF PROJECT PROMOTER:**

- a. The Bidder shall provide complete information in their bid in reference to this RFP about the Promoters and upon issuance of LoA, the CONCESSIONAIRE shall indicate its shareholding in the company indicating the controlling shareholding before signing of CSA with TCC.
- b. No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RFP

till the execution of the CSA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- c. **In case of Project being executed through SPVs:** The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the CSA, shall not fall below 51% at any time prior to 02 (Two) years from the COD, except with the prior approval of TSCL.
- d. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the CSA, shall not fall below 51% at any time prior to 03 (Three) years from COD, except with the prior approval of TSCL.
- e. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- f. In case of the successful Bidder itself executing the CSA, 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 03 (Three) years from the COD, except with the prior approval of TSCL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- g. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 03 (Three) years with a maximum dilution of 49% of voting rights after COD.
- h. Any change in the shareholding after the expiry of 03 years from COD can be undertaken under intimation to TSCL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of TSCL, subject to the condition that, the management control remains within the same group of companies.
- i. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh CSA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the CONCESSIONAIRE to TSCL.

Note: 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 CSA), 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.

8 APPENDIX – I :: LETTER COMPRISING BID

(Refer SECTION 2- INSTRUCTION TO BIDDER)

(On the Letterhead of the Sole Bidder / Lead Member of the Consortium)

Dated:

To,
The Managing Director,
Tumakuru Smart City Limited,
Mahalakshmi Arcade, 1st Floor,
S.S.Puram Main Road, Coffee Board Colony,
Tumakuru-572102

Sub: “ Request for Proposal for selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PUBLIC PRIVATE PARTNERSHIP (PPP)”

Dear Sir,

- 1 With reference to your RFP document dated -----, I/we, having examined the documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2 I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 3 This statement is made for the purpose of qualifying as a Bidder for the implementation and operation & maintenance of the aforesaid Project.
- 4 I/ We shall make available to the TIA any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the TIA/Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6 I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial
- 7 I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the TIA.
 - b. I/ We do not have any Conflict of Interest in accordance with Clauses 2.1.14 of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - e. The undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on date of making the Bid and are also true and correct as on the Bid Due Date and I/We shall continue to abide them.
- 8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability, in accordance with Clause 2.6 of the RFP document.
- 9 I/ We believe that we/ our Consortium satisfy(ies) the Financial Capacity and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document
- 10 I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
- 14 I/ We undertake that in case due to any change in facts or circumstances during the

Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority and / or the TIA of the same immediately.

- 15 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 16 I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
- 17 I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing , I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Acceptance, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 18 I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 19 In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 20 I/ We have studied the RFP carefully and assessed the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority and / or the TIA or in respect of any matter arising out of or

- relating to the Bidding Process including the award of Concession.
- 21 I/We offer a EMD as specified in eproc portal to the TIA in accordance with the RFP Document.
- 22 The EMD in the forms as set forth in the clause 1.2.4 is submitted.
- 23 The documents accompanying the Bid, as specified in Clause 2.11, clause 3.2 and clause 3.3 of the RFP, have been submitted through e-procurement portal
- 24 I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
- 25 The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
- 26 I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 27 We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement.
- 28 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
- 29 I/We hereby submitted the financial offer in financial bid of e-procurement portal after detailed study and assessment of RFP and Project.
- 30 I, Lead Member) of the Consortium acknowledge that we shall enter into the Agreement on behalf of the Consortium for implementation of the Project. Further, we have executed the Joint Bidding Agreement as per the format prescribed in APPENDIX – XIV :: JOINT BIDDING AGREEMENT and we agree that all the Consortium members shall be jointly or severally responsible for the implementation of the Project (if awarded). Further, we agree and accept that Other Members shall have no direct financial claim on the Authority and/or the TIA.
- 31 We understand that in case Bidder/any of the members of the Consortium is a entity as per Clause 2.1.20, the continued eligibility shall be subject to approval of the TIA from national security and public interest perspective. The decision of the TIA in this behalf shall be final and conclusive and binding on the Bidder.
- 32 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the TIA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

- 33 I/We intend to participate in the bidding process as sole bidder/consortium.
- 34 All information provided in the Bid and in the Appendices is true and correct.
- 35 The Statement of Legal Capacity as per format provided at APPENDIX – VI of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid [and the power of attorney for Lead Member of consortium (strike out if not applicable), as per format provided at APPENDIX – XII and APPENDIX - XIII respectively of the RFP, are also enclosed.
- 36 I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Yours faithfully,
(Signature of the Authorised signatory)

Place: (Name and designation of the
Authorised signatory)

Name and seal of
Bidder/Lead Member

9 APPENDIX –II :: DETAILS OF BIDDER

(On the Letterhead of the Bidder)

- (1)
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
 - (2) Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project(s)]:
 - (3) Details of individual(s) who will serve as the point of contact/ communication for the TIA:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (4) Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (5) In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Jt. Bidding Agreement, as envisaged in the RFP document should be attached to the Bid.
- (c) Information regarding role of each Member should be provided as per table below and the same shall be in accordance with the requirements set out in Clause 2.1.16 of this RFP:

Sl. No.	Name of Member	Status/Role (mention lead or other member)*
1.		
2.		
3.		

* The status of each Member, as may be determined by the Bidder, should be indicated.

- (6) A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

10 APPENDIX –III (A) :: Technical Criteria of the Bidder

(Refer to Clause 3.3.3 of the RFP)

S NO	Bidder Type(Sole Bidder/Consortium lead Member /Consortium Member 1 /Consortium member 2)	Member Code#	Project Code**	Name of the Project#	Payment for the Project	Client Details, if applicable	Project Cost	Project Specifications and facilities	Date of Completion
1									
2									
3									

** Member Code shall indicate NA for Not Applicable in case of a Sole Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member. In case of multiple members of the same category, one can use codes such as TM1, TM2, FM1, FM2, etc.*

*** Project Codes: For a Sole Bidder, the project Codes would be A, B, C, D etc. In case the Bidder is a Consortium then for Member, Project codes would be 1A, 1B, 1C, 1D etc.*

Provide details of only those projects that have been undertaken by the Bidder under its own name and/or by a Group company as specified in in this RFP and/or by a project company eligible.

Instructions:

- 1 Bidder shall submit Technical Criteria as per Clause 3.3.3.
- 2 Provide details of only those projects that have been undertaken by the Bidder under its own name.
- 3 A separate sheet should be filled for each project.

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder

11 APPENDIX –III (B) :: RELEVANT PROJECTS CARRIED OUT IN LAST FIVE YEARS THAT BEST ILLUSTRATE QUALIFICATIONS

(Refer to Clause 3.3.3 of the RFP)

FORMAT- 1

Project Code:

Member Code:

Item	Particulars of the Project
Title & nature of the Renewable project	
Type of Renewable energy source (Solar, Wind, Hybrid, Other)	
In case of Solar PV Project, type of Project (Ground Mounted or Rooftop or Floating or Other)	
In case of Rooftop Solar PV Project, No. of sites where the Plant was commissioned	
Entity for which the project was developed	
Location	
Installed Capacity (in kWp)	
Role (Contractor / Developer)	
If contractor, specify role Engineering – Yes/No Procurement & Supply – Yes/No Commissioning – Yes/No	
Project cost (Rs. Lakhs)	
Date of commencement of project	
Date of completion/ commissioning	
If Developer, Equity shareholding (with period during which equity was held)	
If Developer, Total Units generated from the Project during the last financial year	----MU
Whether credit is being taken for demonstrating Eligibility Criteria from Group Business Entity (Yes/No)	

Instructions

1. Bidder shall submit Technical Criteria as per Clause 3.3.2.
2. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by a Group Business Entity specified in Clause 3.3.2.
3. A separate sheet should be filled for each project.
4. Member Code and Project Code as suggested in Appendix-III(A).

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder

12 APPENDIX –III (C) Format for Certificate for Technical Experience

Date

[Certificate I – In case of experience of the Bidder as Developer]

(On the Letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder) is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital as on the date of commissioning) of the project company from (date) to (date). The project was commissioned on (date of commissioning of the project). The Project _____(name of the Project) has generated _____(units of power) and the _____ (name of the Bidder) has operated the plant for during the years from _____ to _____.

We further certify that the total estimated capital cost of the project is Rs. crores and the capacity of the project is ____kW _____(Wind / Solar PV) Power Plant.

This certificate is being issued to be produced before The Managing Director, TUMAKURU Smart City Limited, for the “Bid for the Selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PPP”.

Signature and Seal of the

Statutory Auditor clearly indicating his/her

Membership number

UDIN

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in the above format only. The projects cited must comply with the eligibility criteria specified in RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a sole bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a Sole Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Bidders can add additional sheets to explain in detail about project facilities.
6. Copies of Work order / Agreements signed by the Bidder with its respective clients must be furnished for each Eligible Project.
7. In case the Work Order / Agreements do not specify the required data for bid evaluation, the Bidder can also provide certificate with relevant detail from Authorised Signatory of the Client for the concerned Project.

13 APPENDIX –III (D) Certificate from Statutory Auditor/ Company Secretary regarding Group Company

In the event that credit is being taken for the Eligible Experience of a Group Company, the Applicant should also provide a Certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Group Company

Based on the authenticated record of the Company, this is to certify that more than 26% (twenty six per cent) of the subscribed and paid up voting equity of (Name of the Group Company/Bidder / Consortium Member) is held, directly or indirectly, by (Name of the Group Company/Bidder / Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Group Company in terms of Clause 3.3 Note (i) of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member in the Group Company or vice-versa}

Name and seal of the audit firm

Signature and Seal of the

Statutory Auditor clearly indicating his/her

Membership number

UDIN

Note: In the absence of any detail in the above Formats and client certifications, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical and financial capability

14 APPENDIX – IV:: FINANCIAL CAPABILITY OF THE BIDDER

(On the Letterhead of the Bidder/Lead Member)

(Refer to Clauses 3.3.3of the RFP)

Bidder type	Sole Bidder / Lead Member	Member 1	Member 2
Turnover during the Financial Year (in Rs. Crore)			
2015-16			
2016-17			
2017-18			
2018-19			
2019-20			

Bidder type	Net Worth as on 31 st March 2020 (Rs.Crore)	Positive /Negative
Sole Bidder		
Lead Member		
Member 1		
Member 2		

1. A Sole Bidder should fill in details as per the row titled Sole Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Sole Bidder may be ignored.
2. The Bidder should provide the Financial Capacity based on its own financial statements.
3. Member Code shall indicate NA for Not Applicable in case of a Sole Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, OM means Other Member.
4. For conversion of foreign currency to INR, refer to instructions given in RFP 3.3 Note (vi)

**15 APPENDIX – V FORMAT FOR CERTIFICATE FROM STATUTORY
AUDITOR FOR FINANCIAL CRITERIA OF THE BIDDER**

(On the Letterhead of the Statutory Auditor)

Date:

We have verified the relevant statutory and other records of M/s_____ [Name of Sole bidder/Consortium Member], and certify that the net worth is Rs.....
(Rupees..... Crores) as on March 31, 2020.

The Annual Turnover over the last five Financial Years of M/s_____ [Name of the Sole bidder /Consortium Member] is as follows –

Year	Annual Turnover - (in Rs. Crores)
2015-16	
2016-17	
2017-18	
2018-19	
2019-20	

1. Net Worth shall mean

- a. For company = (Subscribed and Paid-up Equity+ Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off) - (Reserves not available for distribution to Equity Shareholders)-(Carried forward losses if any)

Paid up share capital will include

- i. Paid– up equity share capital, and
- ii. Fully, compulsorily and mandatory convertible Preference Shares, and
- iii. Fully, compulsorily and mandatory convertible Debentures

Signature and Seal:

Registration number of Statutory Auditor:

UDIN :

Instructions:

1. The Bidder shall provide a statutory Auditor's Certificate along with valid UDIN specifying the net-worth and turnover of the Bidder and also specifying the methodology adopted for calculating such net-worth and turnover. In addition to the Statutory Auditor Certificate, the Bidder shall provide the Audited Annual Report / Audited Financial Statement, as the case may be, of the Bidder (of each member in case of a consortium).
 2. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports / Audited Financial Statement as the case may be. The Audited Financial Statement/ Audited Annual Report shall:
 - a. reflect the financial situation of the Bidder;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 3. Net Worth shall mean
 - a. For company = (Subscribed and Paid-up Equity+ Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off) - (Reserves not available for distribution to Equity Shareholders)-(Carried forward losses if any)
- Paid up share capital will include
- i. Paid– up equity share capital, and
 - ii. Fully, compulsorily and mandatory convertible Preference Shares, and
 - iii. Fully, compulsorily and mandatory convertible Debentures
4. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.18 of the RFP document.
 5. The Bidder shall also provide the name and address of the Bankers of the Bidder(s).
 6. The Bidder shall provide a Statutory Auditor's certificate in the format given in APPENDIX – V for turnover and specifying the net-worth calculated as per the formula given in Instruction 3 above of the bidder (of all members in case of Consortium).

16 APPENDIX – VI :: STATEMENT OF LEGAL CAPACITY

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

Ref.

Date:

Dear Sir,

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

We have agreed that (insert member's name) will act as the Lead Member of our consortium. *

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

Thanking you,

Yours

faithfully,

(Signature, name and designation)

For and behalf of (name of the company)

*Please strike out whichever is not applicable.

17 APPENDIX – VII :: ANTI-COLLUSION CERTIFICATE

(On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid for the Selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PPP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated thisDay of, (month/year)

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

Note:

1. On the Letterhead of the Bidder

To be executed by all members in case of a Consortium

18 APPENDIX – VIII :: Anti-Blacklisting/Debarment Affidavit

FORMAT FOR AFFIDAVIT CERTIFYING THAT THE ENTITY/PROMOTER/S /DIRECTOR/S OF
ENTITY ARE NOT BLACKLISTED (On a Stamp Paper of value)

Anti-Blacklisting/Debarment Affidavit

I, M/s. (Sole Bidder / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by _____ Smart City Limited/ _____ Corporation/ any other entity of Government of Karnataka or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the (Bid Due Date).

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

Dated thisDay of, 20....

Name of the Bidder:

Signature of the Authorized person

Name of the Authorized Person

To be executed separately by all the Members in case of Consortium

19 APPENDIX – IX DECLARATION OF SHAREHOLDING PATTERN OF THE BIDDER

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

(Information on shareholding)

Sl. No	Name of the Shareholder	Percentage Shareholding of
1.		
2.		
3		

Yours faithfully,

(Signature of the Authorized signatory)

20 APPENDIX – X :: NO DEVIATION CERTIFICATE

(On the Letterhead of the Bidder)

To,

Dear Sir,

Sub: Bid for the Selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PPP.

We, (Bidder's name), confirm our acceptance to all terms and conditions mentioned in the RFP document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the
Authorised signatory)

Name and seal of Bidder

21 APPENDIX – XI INTEGRITY PACT

Between
TUMAKURU SMART CITY LIMITED hereinafter referred to as "TIA"
and

..... having its Registered Office at

Hereinafter referred to as "The Bidder"

Preamble

The Smart City Proposal (SCP) for Tumakuru envisions implementing a number of projects divided into Area Based Development (ABD) projects and Pan City components, including development of renewable energy projects.

As part of this initiative, the Tumakuru Smart City Limited (TIA), hereby invites invites Bid for the Selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PPP (hereinafter referred to individually as the "Project").

under relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders. In order to achieve these goals, TIA and the above named Bidder enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of TIA:

- (1) TIA commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of TIA, personally or through family members, will in connection with the bid, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b. TIA, during the bidding process treat all Bidder(s) with equity and fairness. TIA will in particular, before and during the bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution
 - c. TIA will exclude from evaluation of Bids its such employee(s) who has any

personnel interest in the Companies/Agencies participating in the Bidding process

- (2) If Managing Director, TIA obtains information on the conduct of any Employee of TIA which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder:

- (1) The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a. The Bidder will not, directly or through any other person or firm, offer, promise or give to TIA, or to any of TIA's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b. The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by TIA as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder of foreign origin shall disclose the name and address of the Agents / representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e. The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f. The Bidder will not misrepresent facts or furnish false/ forged documents/

information in order to influence the bidding process or the execution of the contract to the detriment of TIA.

- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future Contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, TIA may disqualify the Bidder from the bidding process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, TIA may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, TIA may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If TIA has disqualified the Bidder from the bid process prior to the award under Section III, TIA may forfeit the EMD under the Bid.
- (2) If TIA has terminated the contract under Section III, TIA may forfeit the Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the bid process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders

- (1) TIA will enter into agreements with identical conditions as this one with all Bidders.
- (2) TIA will disqualify from the bid process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If TIA obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption,

or if TIA has substantive suspicion in this regard, TIA will inform the Chief Vigilance Officer (CVO) / Competent authority.

Section VIII - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Concessionaire after the closure of the Agreement and for all other Bidder's six month after the contract has been awarded.

Section IX - Other Provisions

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the establishment of TIA. The Arbitration clause provided in the main bid document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) Views expressed or suggestions/submissions made by the parties and the recommendations of the competent authority/CVO in respect of the violation of this pact, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- (4) Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)

(Signature)

(For & On behalf of)

(For & On behalf of)

(Office Seal)

(Office Seal)

Name:

Name:

Designation:

Designation:

Witness 1: (Name and Address)

Witness 1: (Name and Address)

Witness 2: (Name and Address)

Witness 2: (Name and Address)

22 APPENDIX – XII :: POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name),..... son/daughter/wife of and presently residing at....., who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PPP, proposed by TIA including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the TIA, representing us in all matters before the TIA, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the TIA in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Draft Agreement with TIA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF, 20**.

Witnesses

For (Name & Title)

For (Name & Title)

For (Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

23 APPENDIX - XIII :: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on Stamp paper of appropriate value)

Whereas the Tumakuru Smart City Limited (TSCL) (“the Tender Inviting Authority (TIA)”) has invited Bids from qualified parties for the “**Selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PPP**”.

Whereas,

,
and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,

....

having our registered office at, and M/s., having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the **Lead Member** and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority and/or the TIA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

And hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For (Name & Title)

For (Name & Title)

For (Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

24 APPENDIX – XIV :: JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)
(Refer Clause 2.1.18)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {.....} having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {.....} having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

3. {.....} having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

4. The above mentioned parties of the FIRST , SECOND and Third PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

A. Tumakuru Smart City Limited (TSCL), established under the _____, represented by its

_____ and having its principal offices at _____] (hereinafter referred to as “the Tender Inviting Authority (TIA) ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its Request for Proposal dated.....(the “RFP”) for selection of bidders for” (the “Project”).

B. The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the RFP document and other documents in respect of the Project.

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly.

3. Covenants

- a) The Lead member of the consortium viz shall enter into an Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Agreement for the Project.
- b) The Other Members of the Consortium viz shall not have any financial claim on the TIA/Authority, The Lead Member shall be the single point of contact, on behalf of the Consortium with the TIA/Authority for all matters pertaining to the Project.
- c) Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
- d) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- e) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	
Member 2	
Member 3	
Total	100%

We acknowledge that after the execution of Concession Agreement, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 03 (Three) Year after commencement of supply of power.

- f) The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the Concession Agreement.
- g) In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- h) 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.
- i) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
- j) The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFP.
- k) It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the Concession Agreement (CSA) except with prior written consent of TCC.
- l) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Karnataka alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder
- m) It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Security in favor of TSCL in terms of the RFP.
- n) It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the Concession Agreement (CSA) and shall remain valid until the expiration or early termination of the CSA in terms thereof, unless expressly agreed to the contrary by TCC.

4. Roles and Responsibilities of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the

power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Financial Closure is met under the Agreement;

b) {Party of the Second Part shall be Member 1 }:

c) {Party of the Third Part shall be Member 2 }:

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document.

6. Deleted.

7. Deleted.

8. Representation of the Parties

Each Party represents to the other Parties as of the date of this agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement;
- b. The execution, delivery and performance by such Party of this agreement has been authorised by all necessary and appropriate action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this agreement for the delegation of power and authority to execute this agreement on behalf of the Consortium Member is annexed to this agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this agreement;
- c. This agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the TIA to the Bidder, as the case may be.

10. Miscellaneous

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

The Parties acknowledge and accept that this agreement

- a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of the TIA/TCC.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:
(Signature)
(Name)
(Seal)
(Designation) (Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of SECOND PART
(Signature)
(Name)
(Seal)
(Designation) (Address)

THIRD PART
(Signature)
(Name)
(Seal)
(Designation) (Address)
In the presence of:

1.

2.

Notes:

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

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this agreement on behalf of the Consortium Member.

**25 APPENDIX-XV :: SPECIMEN OF FINANCIAL BID (THROUGH
EPROC PORTAL ONLY)**

Project Description	INR (in figures)
Quoted Tariff for selling power under the RFP “Bid for the Selection of CONCESSIONAIRE for Development of 20 MWp Floating Solar Power Project in Bugudanahalli Lake Reservoir in Tumakuru through PPP”	Through E-procurement portal only.

Note:

1. Tariff to be quoted exclusive of taxes in Indian Rupee up to two places of decimals only.

(Signature, name and designation and seal of the authorized signatory)

For and on behalf of.....

26 APPENDIX-XVI :: Break up of Financial Bid (for reference only)

Break up of Financial Bid (for reference only)

(to be submitted by Selected Bidder after receiving LoA and before signing the Concession Agreement)

1. Capital Cost (breakup):

2. Operation and Maintenance Cost for 25 Years (breakup)

(Signature, name and designation and seal of the authorised signatory)

For and on behalf of.....

27 APPENDIX-XVII :: Site Inspection Declaration

I/we..... certify that, I/we have inspected the site location and understood the existing project site, water body, electrical system, BESCOM / KPTCL distribution / transmission system and made complete and careful examination of the Request for Proposal and enclosed draft Concession Agreement before submitting my/our bid.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the
Authorised signatory)

Name and seal of Bidder

28 APPENDIX-XVIII Form of Parent Company Guarantee

(To be filled in case the Bidder submits the credentials of parent company or group company of the Bidder)

Form of Parent Company Guarantee

(On a Non-judicial Paper of Appropriate Value)

THIS DEED OF GUARANTEE is made on the day of Between [Name of Parent Company] whose registered office is situated at called the “Guarantor” of ONE PART and [Name and registered office address of Child company] called the “Beneficiary” which expression shall include its successors and assigns of OTHER PART

WHEREAS the Beneficiary has applied for the Bid for the Tender No..... dated (herein after called the “RFP”) for the Project [..... Enter the name of the Project] floated by Tumakuru Smart City Limited for providing services (herein after called the “Services”) and

WHEREAS the Guarantor has agreed to guarantee the due and proper performance and to use the credentials of its company which is parent company of [enter the name of the child company] for applying for the said RFP for providing the Services, for applying for the Contract and if the Contract is awarded to [Name of the Child Company] in the manner herein after appearing

NOW IN CONSIDERATION OF THE PROJECT OF WHICH THE GUARANTOR HEREBY ACKNOWLEDGES, THE GUARANTOR HEREBY COVENANTS WITH THE BENEFICIARY as follows:-

1. The Guarantor will in all respects guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the Tumakuru Smart City Limited and the Tumakuru City Corporation contained therein and to be observed and performed by it, which guarantee shall extend to include any variation or addition to the Contract.
2. In the event of the [Child company] failing to carry out, observe or perform all / any of the said obligations, duties, undertakings, covenants and conditions under the Contract (unless relived from the performance of any part of the Contract by statute or by the decision of a Court or Tribunal of competent jurisdiction) the Guarantor will be liable for and shall indemnify the Beneficiary against all losses, damages, costs and expenses, whatsoever the Beneficiary may incur by reason or in consequence of any such failure to carry out, observe or perform all / any of the said obligations, duties, undertakings, covenants and conditions under the Contract.
3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:-

- a. Any alteration to the nature of extent of the Services or otherwise to the terms of the Contract.
4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the [Child Company] under the Contract or any extension thereto.
5. So long as any sums are payable (contingently or otherwise) by the Tumakuru City Corporation to the Beneficiary under the terms of the Contract then the Guarantor shall not exercise any right of set off or counterclaim against the Tumakuru City Corporation or any other person or prove in competition with the Beneficiary in respect of any payment by the Guarantor hereunder.
6. The Guarantor will not, without prior written consent of the Beneficiary hold any security from the Tumakuru City Corporation or any other person in respect of the Guarantor's liability hereunder or in respect of any liabilities or other obligations of the Tumakuru City Corporation to the Guarantor.
7. This Guarantee is in addition to the and not in substitution for any present and future guarantee lien or other security held by the Beneficiary.

IN WITNESS THEREOF the Guarantor has executed this Deed of Guarantee the day and year first before written.

[
]
CHAIRMAN OF THE BOARD OF DIRECTORS
Parent Company

[
MD or Authorized Signatory
Child Company

Notary Seal and Registration Number

29 APPENDIX - XIX Certificate from Chartered Accountant or Company

Secretary

(on their letter head)

This is to certify that we have verified the Books of Accounts and other records of M/s. _____, partnership firm within the meaning of the Indian Partnership Act / proprietorship concern/ company within the meaning of the Companies Act and having its office/ registered office at _____ and we hereby certify the following on the basis of the Books of Accounts and other relevant particulars furnished by the company/ firm.

- 1) The company has been Incorporated on _having CIN:_____.
- 2) Shareholding pattern as on _____. Give Details of entire shareholding including Equity Capital/ Preference Share Capital etc.)

	Equity shares			Preference shares		
Authorised capital	Rs. _____ lakh consisting of _____ number of equity shares of Rs. _____ each			Rs. ____ lakh consisting of ____ number of preference shares of Rs. ____ each		
Paid-up capital	Rs. _____ lakh consisting of _____ number of equity shares of Rs. _____ each			Rs. ____ lakh consisting of ____ number of preference shares of Rs. ____ each		
Name of shareholder	No. of Shares	Value of shares (Rs.)	% holding	No. of shares	Value of shares (Rs.)	% holding
a) Held by Individuals having Indian nationality						
1.						
2.						
3.						
4.						
5.						
b) Held by Foreign Individuals & Body Corporates						
1.						
2.						
3.						

c) Held by Indian Body Corporates						
1.						
2.						
3.						
Total						

(In case shares of applicant company are held by other Body Corporates i.e. (c), then shareholding pattern of that Body Corporate(s) should also be provided in the same format as that of applicant company)

It is, hereby certified that the Authorized Capital, Paid Capital and the above share holding pattern has been verified from MCA / ROC records.

I/We hereby note that this certificate would be an input for decision making by TCC/TCSL. Therefore, I/ We hereby agree and confirm that TCC/TCSL may seek any clarifications as may be required to investigate the matter and fix responsibility in the event our certification as aforesaid turns out to be untrue and factually incorrect causing loss to TCC/TCSL.

For: Chartered Accountant's Firm

Date:

Place:

(Signature & Seal)
(Name of Partner/ Proprietor)
(Membership No_____)

UDIN No:

30 APPENDIX – XX: SCOPE OF WORK and TECHNICAL SPECIFICATION

Under this RFP, the CONCESSIONAIRE shall set up Floating Solar PV Project including the transmission network up to the Interconnection/ Delivery Point, at its own cost and in accordance to the provisions of this RFP document.

All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies upto the delivery point shall be in the scope of the CONCESSIONAIRE except approval, permits and clearances mentioned in Clause 7.4.

The CONCESSIONAIRE shall be required to follow the applicable rules regarding project registration with the State Nodal Agency(SNA), if required, in line with the provisions of the applicable policies/regulations of Karnataka. It shall be the responsibility of the CONCESSIONAIRE to remain updated about the applicable charges payable to the SNA under the State Solar Policy.

Technology:

- a) The Project to be selected under this RFP provides for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV can be installed.
- b) It is recommended that PV Modules be Glass-Glass type with minimum glass thickness of 2 mm on each side and the Module be laminated using a laminator with symmetrical structure.
- c) Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Project.

All components of the Floating Solar PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning shall be as per latest IS/ IEC/ BIS standards.

The following are minimum technical measures required to ensure quality of the major components used in grid connected solar power Projects.

A) Site Details and Site Assessment

The 20 MW Floating Solar Power Plant shall be installed at Bugudanahalli Lake Reservoir, Tumakuru, District Tumakuru, Karnataka, administered, operated and maintained by the Tumakuru City Corporation.

Table 1: Project Site

State	Karnataka
District	Tumakuru
Town / Village	Tumakuru / Bugudanahalli
Name of the reservoir	Bugudanahalli Lake Reservoir / Hebbaka Reservoir
Latitude	13.384189235076255 N
Longitude	77.06464223702235 E
Water Spread Area at MDDL	640 Acre
Expected area usage for FSPV	80 Acre
Proposed plant capacity	20 MW
Power Purchaser/Procurer	Tumakuru City Corporation
Nearest city	70 km from Bangalore
Nearest Railway Station	Tumakuru Railway Station
Nearest Airport	Bangalore Airport
Purpose of the lake	Supply of potable water to Tumakuru City after Primary treatment

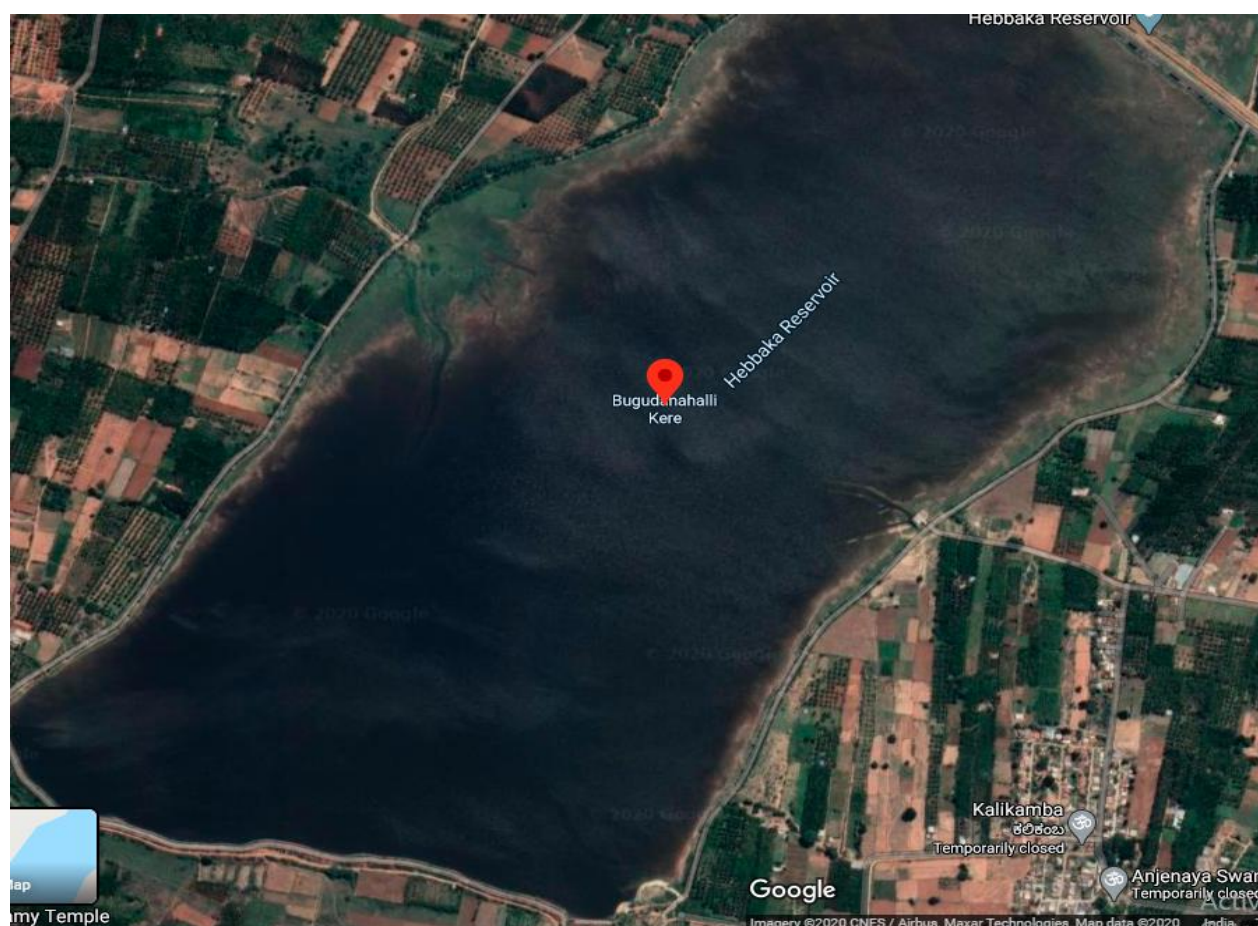


Figure 1: GIS Map of Project Site

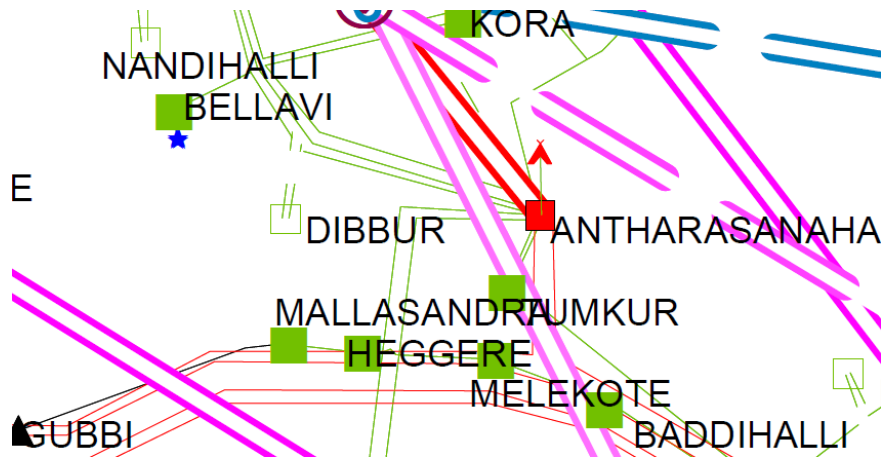


Figure 2: KPTCL Transmission Network in the region

a) Bidder shall carry out the detailed site survey including bathymetric study, water body characteristics, geo-technical investigations (on shore/off shore) etc. and shall apprise himself regarding information such as water properties (such as TDS content etc), depth of reservoir (Full Reservoir Level (FRL), Minimum Drawdown level (MDDL), Dead Storage level etc.), variation in the depth of water reservoir, water flow rate / current, climatic conditions, requirement of statutory approvals etc., before submitting the bid.

b) Claims and objections due to ignorance of site condition will not be considered after submission of the bid.

c) Bidder shall fully acquaint himself as to all conditions and matters, which may in any way affect the work or the cost thereof. The bidder shall be deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken in to account all contingencies as may arise due to such information or lack of the same.

d) Bidder shall be deemed to have visited and carefully examine the site and surroundings to have satisfied himself about the nature of all existing facilities, infrastructure available for transport and communications and the access to the site for developing Solar PV project.

e) Bidder is deemed to have acquainted himself of government taxes, laws structure, regulations, levies and other charges relating to the tendered work at site.

A) Scope of Works

The scope of supply shall include design, engineering, funding, manufacture/procurement, Factory testing, dispatch, transportation, transit insurance, receipt, loading/unloading, and storage of all equipment/materials, not limited to, those mentioned in the following:

i. Adequate capacity of Solar PV modules of suitable rating (as per specifications provided under

Clause 3)

ii. Floating System along with Floats/Pontoons, anchoring and mooring arrangements for installation of PV modules of FSPV Power plant.

Note: The design of Floating system shall be certified by qualified Third Party Agency for safety and strength of the system like Reputed Universities/IITs/NABL accredited laboratories.

iii. Inverters/Power Conditioning Units of suitable rating along with MPPT mechanism (applicable as per design)

iv. String Monitoring Unit (SMU) along with mounting structure

v. AC Combiner Boxes along with Mounting Structure

vi. Solar cables along with lugs, glands, ferrules, straight/Y-connectors and other materials required proper cable termination at both the ends

vii. Step-up transformers (inverter duty) as per inverter manufacturer requirements

viii. Outdoor 66 kV switchgear panels including Vacuum Circuit Breakers, Current Transformers, Voltage Transformers, Relays and other accessories for complete protection at the point of interconnection.

ix. Erection, Commissioning and Maintenance of FSPV substation including 66 KV bay for evacuation of power from FSPV Power Plant shall be carried out by CONCESSIONAIRE.

Note: The Power from the FSPV power plant shall be evacuated at 66KV gantry of FSPV substation to 66 KV KPTCL/BESCOM line through a dedicated transmission Line. Erection, commissioning and maintenance of dedicated Transmission line from existing 66 kV KPTCL Substation line upto 66 KV Gantry of Floating solar substation shall be in the scope of CONCESSIONAIRE.

x. AC distribution panels with sufficient number of output feeders required for auxiliary power distribution

xi. DC and AC power cables of appropriate sizes with cable termination kits.

xii. Supervisory Control and Data Acquisition (SCADA) system for remote monitoring/control of plant facilities along with communication cables.

xiii. Earth strip/cables, earth electrodes, earth enhancing compound and all other associated materials for complete earthing of the plant as per the relevant standards.

xiv. ABT meters with all necessary metering rated CTs and PTs at the Interconnecting Substation as per CEA Metering Regulation 2006 as amended time to time and state metering code

xv. Materials and accessories, which are required for satisfactory and trouble-free operation and maintenance of the above equipment like module cleaning system, supply of spares for all equipment, supply of tools and tackles etc.

- xvi. Any other equipment / material, not mentioned but required to complete the Solar Power Plant facilities in all respect.
- xvii. The scope of civil design and construction work shall include all works required for the project and should be performed specifically with respect to following (but not limited to).
- xviii. Conducting geotechnical investigation and bathymetric survey of the reservoir / project site.
- xix. Walking platforms for regular maintenance and inspection of the Floats. Walking platform can be as per Floater manufacturer design for easy operation and maintenance.
- xx. Appropriate Anchoring/ Mooring System to keep the floating platforms in position in order to adopt waves, wind and water level variations of the location. It shall be the responsibility of the bidder to collect necessary data for bidding.

B) SPV Modules

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

Crystalline Silicon Solar Cell Modules IEC 61215

Thin Film Modules IEC 61646

Concentrated Photo voltaic Modules IEC 62108

Note:

PV Modules recommended to be Glass-Glass type with minimum glass thickness of 2 mm on each side and the Module be laminated using a laminator with symmetrical structure.

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules used in the grid connected solar power projects shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards. Further, PV Modules should have been included in the ALMM list as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019.

In addition, SPV modules must qualify to IS/IEC 61730 for safety qualification testing at 1000 V DC or higher.

Identification and Traceability

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

- i. Name of the manufacturer of PV Module

- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Conditions (1000 W/m², AM 1.5, 25 C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000.

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

C) Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2 / IS 16221-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741/IS 16169

D) Floating Device

Standards and Codes

The CONCESSIONAIRE shall follow the below mentioned standards as applicable depending upon the type of Floating System used for the project but not limited to any other standard applied from time to time.

Standards	Description
ASTM D1693 (or equivalent ISO Standards)	Test for Environmental Stress Cracking of HDPE
ISO16770	Stress cracking resistance of HDPE
IS 15410:2003 or equivalent BS 6920:2014	Test for drinking water compatibility, Material safe for drinking water
RoHS directive 2002/ 95/EC	Test for Restriction of Hazardous Substances
ASTM D790 (or equivalent ISO Standards)	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ISO 178	Plastics -- Determination of flexural properties
ASTM D638, ISO 527	Standard Test Method for Tensile Properties of Plastics
ASTM D695, ISO 604	Standard Test Method for Compressive Strength Properties of Plastics
ISO16770	Full Notch Creep Test (FNCT)
ASTM D2565 (or equivalent ISO Standards)	Standard Practice for Xenon-Arc Exposure of Plastic intended for outdoor Applications
ASTM D4329(or equivalent ISO Standards)	Standard Practice for fluorescent ultraviolet (UV) lamp apparatus exposure of plastics
ASTM G7/G7M-11(or equivalent ISO Standards)	Standard Practice for atmospheric environmental exposure testing of non-metallic materials
ASTM D1693-15 (or equivalent ISO Standards)	Standard Test Method for Environmental stress cracking of Ethylene plastics
ASTM D5397-07(2012)	Standard Test Method for Environmental stress crack resistance of polyolefin geo-membrane using Notched Constant tensile load test
IS 15410:2003 or equivalent BS6920	Containers for Packaging of natural mineral water and package drinking water

The floatation device should be manufactured from appropriate thermoplastic with suitable UV stabilizer or thermoset plastic with suitable UV stabilizer or any other suitable material which shall not effect the water quality or contaminate the water. The life of floatation device shall be able to sustain for a minimum period of 25 years.

b) Float system should be designed to withstand the maximum wind speed of the location as per Wind Zone Map of India and shall be able to withstand the weight of O&M Personnel, carrying Tools, the forces of nature such as wind/ water flow etc.

c) The material used for floatation device shall be chemically resistant to acid, lye, petrol and mineral oil and also partially resistant to benzene does not contaminate the water of the reservoir.

d) The floatation device, when installed in the raw water reservoir, shall not restrict the process of gas exchange across the air water interface. In order to facilitate this, the design of the floatation device shall be such that appropriate voids and shall form an integral part of the floatation device design.

e) The floatation device shall have minimum strength at ambient temperature of the site location or minimum range of (+) 50 to (-) 10 deg C, while it shall be designed to have safety factor of minimum 1.15 on extreme conditions.

f) The floating system shall be tested for aerodynamic design by subjecting to wind tunnel test imposed from all wind directions on real scale and real angle.

g) PV fixation system shall be of proven design and subjected to Mechanical test to withstand unit failure conditions under static and fatigue conditions for wind speeds to withstand the maximum wind speed of the area.

E) ANCHORING/ MOORING SYSTEM

a) The minimum design life of the Anchoring/ Mooring system shall be more than 25 years.

b) The Anchors shall be sturdy enough to withstand maximum wind speed at that location.

c) Anchoring system shall be able to withstand the depth/ level variation of water level.

d) Anchoring system should be able to withstand the nature forces such wind/ water flow.

e) The materials used in the anchoring system shall not contaminate the water of the reservoir or affect the aquatic ecosystem.

f) The anchoring system should withstand the extreme weather conditions. (Extreme weather conditions would mean the maximum wind velocity, water velocity and other natural forces which may impact the anchoring systems. As the project is to be sustained for 25 years. Bidders are advised to consider the extreme weather conditions of the project site while designing the anchoring system. Such as wind velocity may be referred from the Wind Zone Map of India for the proposed site)

g) The design of anchoring system shall be certified by an accredited national/ international lab to fulfil the above conditions.

h) The Anchoring/ Mooring system may comply with latest edition of API RP 2SK or any applicable standards.

F) CABLES AND CONNECTORS

a) All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

b) Wherever the cables pass through water, the marine grade cables shall be used.

c) AC cable shall comply with the relevant IS code and should withstand the system current and voltage.

G) EARTHING

Standards and Codes

Earthing system shall comply with latest revisions and amendments of the relevant IEC standards and IS codes. In particular, earthing system shall comply with the following standards and codes.

Standard	Description
IS 3043	Code of Practice for Earthing
IEEE 80	IEEE Guide for Safety in AC Substation Grounding
IEEE 142	IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems
Indian Electricity Rules	

H) AUTHORIZED TEST CENTRES

The PV Modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

I) WARRANTY

- a. PV modules must be warranted with linear degradation rate of power output except for first year and shall guarantee 80% of the initial rated power output at the end of 25 years.
- b. The modules shall be warranted for minimum of 10 (Ten) years against all material/ manufacturing defects and workmanship.
- c. The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 (Five) years.
- d. The mechanical structures and electrical works must be warranted for a minimum of 5 (Five) years.
- e. The overall workmanship of the grid solar power plants must be warranted for a minimum of 5 (Five) years.

- f. The Floats should be Warranted for atleast 25 (Twenty five) years.
- g. The Anchoring/ Mooring System should be warranted for atleast 25 (Twenty five) years.

(3) **PERFORMANCE MONITORING**

1. As part of the performance monitoring, the following shall be carried out:
2. The CONCESSIONAIRE must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to TCC on line and/ or through a report on regular basis every month for the entire duration of CSA.
3. The plant SCADA should be built over Industrial IoT architecture with integrated Analytics, secure web access, firewalls, enterprise software and Database, capable of supporting wide range of field protocols for communication with different field equipment/sensors (Modbus over RS485/Ethernet, IEC 61850 etc.) synchronized to GPS clock for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed, float movement etc.) to TSCL/ TCC by integrating into a Server at ICCC of Tumakuru Smart City.
4. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

(4) **SAFE DISPOSAL OF SOLAR PV MODULES**

The CONCESSIONAIRE will ensure that all Solar PV modules, floats and other components from their plant after their ‘end of life’ (end of the term of CSA in consultation with TCC) (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

(5) **STATUTORY APPROVALS**

Any neglect or omission or failure on the part of the bidder in obtaining necessary clearances and reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.

31 APPENDIX – XXI:: COMMISSIONING PROCEDURE

(This is for Reference Only; The Commissioning Procedure will be guided by as per CSA)

- i) At the time of commissioning, the Commissioning Committee (including members of TSCL, TCC and CONCESSIONAIRE) shall verify compliance of technical parameter of the Project as per this Appendix XX of the RFP document.
- ii) CONCESSIONAIRE shall give to the TCC /BESCOM/KPTCL/LDC, and TSCL at least 60 (Sixty) Days advance preliminary written notice and at least 30 (Thirty) Days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The CONCESSIONAIRE shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) CONCESSIONAIRE shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

Documents to be submitted to TCC/TCSL:

The CONCESSIONAIRE will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date.

The CONCESSIONAIRE shall also have to submit the hardcopies to TSCL if asked by TSCL for verification/ cross check.

1. Covering Letter
2. Board Resolution for Authorized Signatory.
3. Invoice(s) of the Major Equipment(s) (including but not limited to modules, floats, anchoring/ mooring system, Inverters/ PCUs, Weather Monitoring Stations/ DC Cables and for all major electrical equipment).
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Appendix – XX.

5. Installation report duly signed by the authorized signatory as per Appendix - XXII.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
7. Electrical Inspector report along with all annexures/ attachments. It would be the responsibility of the CONCESSIONAIRE to collect the certificate.
8. CONCESSIONAIRE shall ensure Connectivity to the grid from concerned Transmission Utility KPTCL/ DISCOM BESCO. Connectivity report as per the Appendix - XXIII.
9. Synchronization Certificate as per prescribed format issued by respective Transmission Utility/ DISCOM for ascertaining injection of power into grid.
10. Supporting document for “Consent to Operate”
11. Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
13. Relevant document from LDC & TCC acknowledging successful data communication between plant end and LDC & TCC.
14. After the submission of the documents by CONCESSIONAIRE, TSCL shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by TSCL, the same have to be submitted by the CONCESSIONAIRE.
15. Only after all the required documents are verified by TSCL, the CONCESSIONAIRE shall have to submit/ update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or TSCL.
16. After the proposed commissioning date along with commissioning order is submitted, the commissioning committee shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the CONCESSIONAIRE. In case the committee finds discrepancy/ deviation from the information submitted by the CONCESSIONAIRE during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
17. CONCESSIONAIRE shall have to submit the as-built drawing after the commissioning prior to the COD.
18. CONCESSIONAIRE shall have to push the required plant related data to TCC/TSCL designated server in xml/json formats. Additionally, CONCESSIONAIRE shall also provide the login details/ SCADA login to TSCL/TCC for online real time data monitoring prior to COD.
19. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by TCC. In order to facilitate this, CONCESSIONAIREs shall inform TCC & concerned LDC and TSCL well in advance the date on which it intends to

synchronize the Power Project to the Grid System. The CONCESSIONAIRE shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.

20. Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/ plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.

21. CONCESSIONAIRE is permitted to schedule the Commissioning of the Project in full or part as per the commissioning procedure elaborated in Clause No. 7.7.

CONCESSIONAIRE would be required to plan commissioning/ synchronization with grid at least 10 (Ten) Days ahead of the last permissible date for commissioning. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the CONCESSIONAIRE.

32 APPENDIX – XXII:: INSTALLATION REPORT

(To be provided by CONCESSIONAIRE and to be submitted at least 10 days prior to Commissioning Date which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Package (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/ Multi Crystalline/ Thin Film/ CPV/Others; please specify along with capacity of each type)	
II.	Rating of each module (Wp)	
III.	Type and Number of Floats	
	Float thermoplastic IS 15410:2003 or equivalent BS 6920:2014 , RoHS directive 2002/ 95/EC Compliant (Yes/No)	
IV.	Type and Number of Anchoring and Mooring System	
V.	Angle from horizontal at which array is installed	
VI.	Number of modules installed of each type	
VII.	Source(s) of the cells installed of each type	
VIII.	Source(s) of the Modules installed of each type	
IX.	Number of PCUs/ Inverters installed	
X.	Source of the PCUs/ Inverters (Name of supplier with address)	
XI.	Rating of PCUs/ Inverters along with Brand & make	
XII.	Date of Installation of Part / Full Capacity (as per Capacity proposed to be Commissioned)	
	PV Arrays	
	PCUs/ Inverters	
	Transformers	

33 APPENDIX – XXIII:: COMMISSIONING CERTIFICATE OF FLOATING SOLAR PV POWER PROJECT

(To be issued by the State Nodal Agency or TSCL after successful commissioning)

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Floating Solar PV Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Synchronization Certificate

34 APPENDIX – XXIV: Check list for Bank Guarantees

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.)	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	

6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

35 APPENDIX – XXV: List of Banks

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial and Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank

19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

36 APPENDIX – XXVI: Checklist for Financial Closure

(To be signed by the Authorized signatory of the CONCESSIONAIRE)

(RFP No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____

(6 months from Effective Date of CSA)

Project Company Name _____

Project ID:- _____

LOA No. - _____. Dated. - _____

Effective Date of CSA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Clause 3.6 and 7.5 of the RFP, including subsequent amendments & clarifications)

Item	Description
(1)	(2)
Location	Bugudanahalli lake reservoir, Tumakuru

Technology	
Certificate from all financial institutions	<p>In case of tie up through Bank / Financial Institutions: -</p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as Appendix-XXVII).</p> <p>In case of Internal Resources: -</p> <p>Copy of Board Resolution,</p> <p>Audited/Certified Balance sheet, Profit & Loss Account Statement,</p> <p>Bank Statement and</p> <p>Cash Flow Statement in support of availability of Internal resources of the Project Company</p> <p>(to be enclosed as Appendix -XXVII).</p> <p>In case the required funding will be raised from Company other than the Project Company: -</p> <p>Term sheet from the Other Company outlining funding conditions</p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (in case debt from Bank / financial institutions) is used for funding this Project</p> <p>Board Resolution from the other company for funding this Project of the Project Company</p> <p>Board Resolution from the Project Company for accepting funding from the other Company</p> <p>(to be enclosed as Appendix -XXVII).</p>

END