

1.10 Connectivity With The Grid

- 1.10.1 SPGs shall carry out any evacuation assessment study with respect to the connectivity of the Project to the respective grid sub-station. SPG shall inject power at 11kV of the SS and the metering shall be done at the delivery point(s) of respective SS. The SPG may setup Solar Power Plant upto maximum of 6.5 MW capacity per 11kV bay nearer to the delivery point(s).
- 1.10.2 The SPG shall commission the project(s) as stipulated under clause 4.8 , 4.9 & 4.11 of this RFP.
- 1.10.3 The SPG shall carry out maintenance of the sub-transmission line (11kV line) laid between SS and solar power plant during the PPA Period. However, applicable supervision charges if any shall be payable by the SPG to the concerned authority.

1.11 Applicability Of Central Financial Assistance (CFA)

- 1.11.1 Under this RFP, successful Bidders will be eligible to get CFA to a maximum of INR 1.05 Cr per MW, which is 30% of the estimated project cost of INR 3.50 Cr/MW, as determined by MNRE, Gol.
- 1.11.2 As per the MNRE guidelines to avail CFA, the RESCO developers shall commission the solar power plant within Nine (9) months from the date of signing of Power Purchase agreement.
- 1.11.3 The eligible CFA will be released to the RESCO developers through respective ESCOM on successful operation and performance of the solar plant for two months from the Scheduled Commercial Operation Date (hereinafter referred to as “**SCOD**”) with atleast one month CUF as per minimum CUF agreed in PPA and subject to receipt of CFA from MNRE.
- 1.11.4 The maximum eligible CFA is only INR 1.05 Cr per MW even if the Bidder’s project cost per MW is more than the MNRE estimated project cost per MW.

SECTION-2

KEY DEFINITIONS

2 KEY DEFINITIONS

- (1) **“Act” or “Electricity Act, 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- (2) **“Affiliate”** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or is controlled by, or is under the common control with such Company. The expression “control” shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors;
- (3) **“Appropriate Commission”** shall mean as defined in the PPA or KERC;
- (4) **“Authorized Officer”** shall mean Officer Designated by ESCOM/KREDL for specific task;
- (5) **“HESCOM”** shall mean Hubli Electricity Supply Company Limited with regards to this project;
- (6) **“CESC”** shall mean Chamundeshwari Electricity Supply Corporation with regards to this project;
- (7) **“Bid”** shall mean the “Proposal” / “Quotation” submitted by eligible bidders for the work envisaged under this RFP;
- (8) **“Bidder” or “Bidding Entity”** shall mean Bidding Company or a Consortium or a Limited Liability Partnership (LLP) or a Proprietary Concern or an Individual or a registered Partnership Firm or, a Government entity, submitting the Bid. Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require;
- (9) **“Bidding Portal”** shall mean <https://eproc.karnataka.gov.in>
- (10) **“Central Financial Assistance”** shall mean the Financial Assistance provided by MNRE to developer through HESCOM/CESC for installing solar power plant under PM-KUSUM scheme;
- (11) **“Capacity Utilisation 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. However for avoidance of any doubt, it is clarified that the CUF in a Year shall be calculated as the ratio of the output of the Solar Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. $CUF = \frac{\text{Cumulative Project output in kWh}}{\text{installed Project capacity in kWp} \times 24 \times 365}$);
- (12) **“CEIG”** shall mean Chief Electrical Inspector of Government of Karnataka;
- (13) **“Chartered Accountant”** for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, 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;
- (14) **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- (15) **“Commissioning”** with respect to the Project as certified by HESCOM/CESC and/KPTCL shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid;
- (16) **“Commissioning authority”** shall mean a team of HESCOM/CESC and/KPTCL officials, responsible for inspection, testing & synchronize the solar power plant with the grid and issue Commissioning Certificate;

- (17) **"Commercial Operation Date (COD)"** with respect to the Project shall mean the date on which the Project is commissioned (certified by Commissioning authority) and available for commercial operation;
- (18) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process, if they have a relationship with each other;
- (19) **"Contracted Capacity"** shall mean the capacity (in MW) contracted with respective ESCOM for supply of power by the SPG at the Delivery Point(s) from the Solar Power Project;
- (20) **"Contract Year"** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on 1st April and ending on following 31st March, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of the Agreement/PPA, whichever is earlier;
- (21) **"Control"** shall mean holding not less than 51% of voting rights or of paid up share capital;
- (22) **"Controlling shareholding"** shall mean not less than 51% of the voting rights or paid-up share capital in the Company/Consortium;
- (23) **"Day"** shall mean calendar day;
- (24) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point(s) and as certified by ESCOM/KPTCL;
- (25) **"Delivery Point"** shall mean the point(s) of connection(s) at which energy is delivered into the Grid System i.e. the Interconnection Point;
- (26) **"DISCOMs"** shall mean a distribution companies responsible for distribution of power;
- (27) **"Effective Date"** shall mean the date of signing of PPA;
- (28) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department, Govt. of Karnataka;
- (29) **"Equity"** shall mean Net Worth as defined in Companies Act, 2013;
- (30) **"e-procurement"** shall mean Bidding portal/ electronic procurement system of <https://eproc.karnataka.gov.in>
- (31) **"ESCOMs"** shall mean a distribution companies responsible for distribution of power in Karnataka; In this RFP, ESCOM is referred to HESCOM/CESC as applicable;
- (32) **"Financial Closure" or "Project Financing Arrangements"** shall mean the agreements pursuant to which the SPG has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letter of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of ESCOM;
- (33) **"Financing Documents"** mean the agreements and documents (including asset leasing arrangements) entered / to be entered into between the SPG and the Financing Parties relating to the financing of the Project;
- (34) **"Financing Parties"** means Parties financing the Project, pursuant to Financing Documents;
- (35) **"Group Business Entity"** shall mean a Business Entity, which directly or indirectly holds not less than 26% of voting securities of the lead Bidder; or A Business Entity in which the lead Bidder directly or indirectly holds not less than 26% of voting securities;

- (36) **“Guidelines”** shall mean the “Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme” issued by the Ministry of New and Renewable Energy vide OM no.:32/645/2017–SPV Division dated 04/12/2020 and amendments from time to time;
- (37) **“Interconnection Point”** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. at 11 kV bus bar level of SS;
- (38) **“LOA”** shall mean the Letter of Award;
- (39) **“LLP”** shall mean Limited Liability Partnership;
- (40) **“MDCC”** shall mean the Material Dispatch Clearance Certificate, is an authorization certificate issued by the ultimate owner of the equipment giving an authorization to the manufacturer to dispatch the item from his works to the construction site;
- (41) **“Metering Point”** shall mean Metering at 11Kv level of SS;
- (42) **“Month”** shall mean calendar month;
- (43) **“Net-Worth”** as per section 2 (57) of the Companies Act 2013 shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- (44) **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013;
- (45) **“Performance Security”** shall mean, the irrevocable un-conditional Performance Bank Guarantee (PBG) to be submitted by the successful bidder as per the RFP;
- (46) **“PPA”** shall mean the Power Purchase Agreement signed between the SPG and HESCOM/CESC, according to the terms and conditions of the standard PPA enclosed with this RFP as Volume-II, to purchase energy as per the competitive bidding price;
- (47) **“Procurer”** shall mean respective ESCOM;
- (48) **“Power Project” or “Solar Project” or “Project”** shall mean the solar power generation facility having single/multiple point of injection(s) at single SS into the grid at Interconnection/Delivery/Metering Point(s) and having a control system and metering. The Project shall include all units and auxiliaries such as water supply, treatment or water storage facilities, dedicated 11kV line(s) up to the Delivery Point(s) and all the other assets, buildings/structures, equipment, 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 or intended to be developed and constructed for the purpose of supply of power to respective ESCOM;
- (49) **“Project Site”** means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located;
- (50) **“Project Capacity”** means the AC capacity of the project at the generating terminal(s) and to be contracted with respective ESCOM for supply from the Solar Power Project;
- (51) **“Project Commissioning”** shall mean the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RFP/PPA;

- (52) **“Project Developer” or “Developer” or “Solar Power Generator (SPG)”** shall mean the successful Bidder whose Bid to perform the Contract as per this RFP has been accepted by KREDL, LOA is issued by KREDL and is named as such in the Contract Agreement /PPA with respective ESCOM, and includes the legal successors or permitted assigns of the Successful Bidder;
- (53) **“RESCO”** shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project ;
- (54) **“RFP”** shall refer to this Request for Proposal;
- (55) **“Scheduled Commercial Operation Date” (SCOD)** with respect to the Project shall mean Nine (9) months from the Effective Date with respect to the Project;
- (56) **“Successful Bidder”** shall mean the L1 Bidder whose discovered/negotiated tariff is approved by KERC;
- (57) **“SLDC”** shall mean the State Load Dispatch Center of Karnataka;
- (58) **“Solar PV Project”** means the Solar Photo Voltaic Power project that uses sunlight, for direct conversion into electricity through Photo Voltaic technology
- (59) **“Un-Successful Bidder”** shall means the Bidders other than L1 bidder or L1 bidder whose discovered/negotiated tariff is not approved by KERC;
- (60) **“Voltage of Delivery”** means the voltage at which the Electricity generated by the Project is required to be delivered at SS;
- (61) **“Week”** shall mean calendar week;
- (62) **“Year”** shall mean a calendar year as per Gregorian calendar;

SECTION-3

INSTRUCTIONS TO BIDDERS

3 INSTRUCTIONS TO BIDDERS

3.1 Instructions

- 3.1.1 The Scope of Work will broadly include development, operation and maintenance of the Project(s) including supply of power at the Tariff as per the PPA during the tenure as mentioned in the PPA and as stipulated in Section-4 of this RFP.
- 3.1.2 The Bidding Documents include this RFP and the PPA and any other subsequent Corrigendum/Addendum/Amendment/Clarification issued if any.
- 3.1.3 The PPA sets forth the detailed terms and conditions for grant of the right to the SPG to supply solar power to the ESCOM (the “**Right**”), including the scope of the SPG’s services and obligations and is enclosed as Volume II of this RFP (the PPA to be executed by the SPG as per LOA).
- 3.1.4 -Void-
- 3.1.5 The Bids shall be submitted in **Single Stage: TWO parts** as follows:
Part-I: Techno-Commercial Bid (Technical & Financial Criteria), shall contain full technical particulars and commercial terms & conditions as stipulated in Clause 5.2 of this RFP. The bidder shall upload the documents through Bidding portal as per Clause 7.3.6.
Part-II: Price/Financial Bid, shall be quoted per kWh with Two (2) decimals only and submitted only through Bidding portal. This shall be uploaded at the slot provided for Financial Bid only. If the price is disclosed in techno-commercial bid, the bid will be rejected. After opening of the price bid of techno-commercially qualified bidders, negotiation will be initiated for the L1 bidder as stipulated in Clause 8.9 of this RFP.
Any alteration in the quoted price, will not be allowed on any ground, such as mistake, misunderstanding, etc., once the Bid has been submitted.
- 3.1.6 The evaluation of the Bid submissions would be carried out in three stages as stipulated in Section-8 of this RFP.
- 3.1.7 The Bidders are requested to submit their Bids in accordance with the Bidding Documents through online only in electronic format on Bidding Portal with scanned copies of all required documents. The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the due date of bid submission (the “**Bid Due Date**”).
- 3.1.8 It is mandatory for all the participating bidders to upload scanned copy of the Bid Security (EMD) in the bidding portal and shall submit the following in **Original** at the mentioned address prior to opening of Techno-Commercial bids as stipulated in under Clause 3.3 of this RFP:
Bid Security (EMD) amount of INR 1,00,000/- (Indian Rupees One Lakh only) per MW (AC) for the respective Project shall be submitted in the form of Bank Guarantee issued from any National scheduled bank, in India from the date on or after issue of RFP and valid for 225 days (Two hundred twenty five days) . It is clarified that in case the Bidder is bidding for more than One Project, as per the provisions mentioned in this RFP, then the Bidder shall submit individual Bid Security for each Project.
In addition to this, the bidders shall pay an amount of Rs. 500 (Rupees five hundred only) as

EMD in the bidding portal to enable further process of submission of bids.

The bid security documents shall be submitted to the address:

The Managing Director,
Karnataka Renewable Energy Development Ltd.,
Head Office, No. 6/13/1, 10th Block,
Nagarbhavi 2nd Stage, Near Terige Bhavana,
Bengaluru-560072

on or before opening date & time of Techno-Commercial bids , in an envelope, sealed and marked as **"Selection of SPGs under Feeder level solarization of PM-KUSUM, Component-C scheme through RESCO mode"**.

Note:

- The bids of the bidders, who have not submitted the above documents, will not be opened and such bids will be considered as non-responsive bids.
- No hard copy of Technical Commercial bids shall be submitted, except the above documents.

3.1.9 Bidders who wish to participate in this tender, will have to register on Bidding Portal (Bidders registered earlier on the Bidding Portal need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate & may contact Helpdesk of bidding portal for any clarifications.

3.1.10 The Bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability of internet connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. KREDL will not be responsible for such events. The last date of submission of bids will not be extended in such circumstances and no correspondence shall be entertained by KREDL in this regard.

3.1.11 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 SPG set forth in the PPA, KREDL reserves the 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 Volume I – Request for Proposal ("RFP") shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by KREDL.

3.1.12 KREDL shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided by KREDL pursuant to this RFP (collectively the **"Bidding Documents"**), as modified, altered, amended and clarified from time to time by KREDL, and all Bids shall be prepared and submitted in accordance with such terms.

3.1.13 The Bidding Documents and any addendum/corrigendum issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

3.1.14 Cutting/overwriting if any in the figures of the tendered documents is required to be clarified/indicated in words, duly signed by the authorized signatory, failing which, the Bids of such Bidders' may be rejected.

- 3.1.15 Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.
- 3.1.16 All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information uploaded/furnished in the prescribed Formats only.
- 3.1.17 The Bidder can quote the Tariff for one or more Project(s) in the Price Bid for the capacity not exceeding its eligible capacity in aggregate, determined as per its Technical Criteria and Financial Capacity mentioned under Clause 5.2 of this RFP. In case the Bidder quotes more than its eligible capacity, all the Bids submitted by the Bidder shall be summarily rejected.
- 3.1.18 The Project(s) would be awarded to the Bidder(s) subjected to the Eligibility Criteria as per Clause 5 of this RFP. Bidders desirous to bid for more than one Project, will be required to quote Tariff separately for each 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 8 (Bid Opening & Evaluation) of this RFP.
- 3.1.19 The evaluation of the Price Bids of the Bidders shall be made, considering the Lowest Tariff quoted by the Bidder for each Project. The selection of the bidders will be as per clause 1.9 & 8.10 of this RFP.
- 3.1.20 The SPG shall be entitled for the revenues from the Project in accordance with the terms of the PPA.
- 3.1.21 The SPG shall be responsible for obtaining all applicable statutory clearances.
- 3.1.22 This RFP is non-transferable.
- 3.1.23 Any award of Right pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 3.1.24 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the PPA for the Project shall have the meaning assigned thereto in the PPA.
- 3.1.25 Clarifications regarding this RFP document for any type of typographical Errors or misunderstanding of document, the version/decision of KREDL shall be final.
- 3.1.26 KREDL reserves the right to cancel/withdraw or alter the RFP document without assigning any reason and shall not bear any liability whatsoever consequent upon such a decision.
- 3.1.27 Any queries (including any discrepancy, ambiguity and error) or request for additional information concerning this RFP shall be submitted in writing to the address as mentioned below. The envelopes shall clearly bear the following identification/ title:
Queries/Request for Additional Information: RFP for "Selection of SPGs under Feeder Level Solarization of PM-KUSUM, Component-C scheme through RESCO mode".
Or the Queries can be made through e-mail to agm.sogkredl@gmail.com
The queries should be sent on or before the due date on the official letter head of the company as per the format below, as mentioned in Clause 3.3 of this RFP:

Sl.No.	RFP/PPA	Clause No.	Description	Query

All correspondence regarding queries and clarifications in respect of this RFP document shall be addressed to:

The Managing Director,
Karnataka Renewable Energy Development Ltd.,
Head Office, No. 6/13/1, 10th Block,
Nagarbhavi 2nd Stage, Near Terige Bhavana,
Bengaluru-560072

3.2 Key Bid Data

1	RFP No.	KREDL/07/SOG/F-108/KUSUM-C/2022-23/Call-2 dated: 16.03.2023
2	Bidding portal	https://www.eproc.karnataka.gov.in
3	Bidding procedure	Single Stage Two Part Bidding. (The bidders shall quote Project-wise price)
4	Program & detail of work	Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in HESCOM & CESC jurisdiction covering totally 75,000 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme.
5	Plant technology	<p>The Project shall provide for deployment of Solar PV Technology. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules as per Approved List of Models and Manufacturers (ALMM)" published by MNRE with any Amendments issued from time to time.</p> <p>However, the following are applicable as per MNRE orders:</p> <ul style="list-style-type: none"> • if the projects are commissioned by 31.03.2024, the bidders are exempted from the requirement of procuring Solar PV modules from ALMM as per MNRE OM No. 283/16/2023-GRID SOLAR dated 10.03.2023 and any amendments issued thereon. • The condition of the Domestic Content Requirement for solar cells has been waived off for the projects awarded on or before 30.06.2023 as per MNRE Order No.32/645/2017- SPV Division dated 01.08.2022 and any amendments issued thereon. <p>Further, inverters/controllers and the balance of system should be BIS/MNRE specifications and quality guidelines issued by MNRE.</p> <p>Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely Commissioning of the</p>

		<p>Project.</p> <p>Note: KREDL/ESCOM will not be responsible if the work awards are issued after 20.06.2023 and the bidders shall abide by MNRE orders.</p> <p>The detailed technical parameters, for Solar PV Power Projects to be selected, shall be in accordance with the MNRE technical specifications issued from time to time.</p>
6	Work Area: /"Site"	Nearest to the sub-station and Land arrangement should be made by SPG for 25 years
7	Delivery point	At 11 kV side of grid transformer bank in sub-station
8	Annual CUF	<p>Annual CUF: 19% (Declared)</p> <p>The annual CUF will be calculated every year from 1st April of the year to 31st March of the next year.</p>
9	Minimum Generation Guarantee	<p>The SPG shall maintain minimum generation so as to achieve annual CUF within lower limit of -15% (i.e CUF of 16.5%) of declared value till the end of 10 years from COD.</p> <p>Thereafter till the end of the PPA period of 25 years, CUF within lower limit of 20% (i.e CUF of 15.20%) of the declared value of annual CUF.</p>
10	Excess Generation	For any excess generation beyond 19% annual CUF, HESCOM/CESC will not make any payment to the SPG.
11	Penalty for deviation in Minimum Generation Guarantee	In spite of all the above applicable conditions, if SPG is found to deviate from the Minimum guaranteed generation in any year, the compensation payable to ESCOM by the SPG shall be the cost of this shortfall in energy terms, calculated at PPA tariff.

3.3 Key Timelines

Sl.No.	Parameters	Timeline
1	RFP No. and Date	KREDL/07/SOG/F-108/KUSUM-C/2022-23/Call-2 dated: 16.03.2023
2	RFP Availability	From 16.03.2023 onwards
3	Pre-Bid meeting & Venue	<p>20.03.2023 at 11.00 hrs</p> <p>Venue: Conference Hall, 3rd Floor, Belaku Bhavana, Corporate Office, BESCOM, K.R.Circle, Bengaluru-560001</p> <p>The prospective bidders who wish to participate the meeting through VC link shall join through below link:</p> <p>https://bescom.webex.com/bescom/j.php?MTID=m23bebb2b50fe7431076909d8f941b344</p> <p>KREDL will not be responsible for non-availability of internet connectivity or any other issues.</p>

Sl.No.	Parameters	Timeline
4	Last date for submission of enquiries	20.03.2023 upto 15:00 hrs
5	Last date & time for submission of Bid	24.03.2023 upto 16:00 hrs
6	Original Bank Guarantee for Bid Security/EMD	27.03.2023, 16:00 hrs
7	Techno-Commercial Bid Opening	27.03.2023 at 17:00 hrs
8	Financial/Price Bid Opening	After evaluation of Techno-Commercial bid, price bids of qualified bidders will be opened. Separate intimation regarding date of opening of price bid will not be issued.
9	Returning of Bid Security (EMD)	<ul style="list-style-type: none"> • Bid Security will be returned to the Unsuccessful bidders after completion of price bid evaluation. • Bid Security will be returned to the Successful bidders only after submission of PBGs to ESCOM and signing of PPA.
10	Issue of LOA to the successful bidders	Project-wise LOA will be issued to L1 bidder after approval of KERC for the discovered/negotiated price.
11	Acknowledgement of LOA by the successful bidders	Within 7 days from the date of Issue of LOA
12	Performance Security (Performance Bank Guarantee-PBG)	Successful bidders shall submit Three (3) Bank Guarantees within 30 days from the date of issue of LOA, having validity upto Twenty (24) months from the date of issue of LOA and with an additional claim period of two (02) months.
13	Signing of PPA	Within 30 days from the date of issue of LOA subject to submission of Performance Security
14	Submission of Technical Capacity	Within thirty days (30) days from the due date of SCOD
15	Submission of Purchase order and Letter of credit in respect of procuring indigenous solar modules/panels	To be submitted along with submission of Technical capacity
16	Submission of Notice for Commissioning by the SPG	One month prior to the date of SCOD/COD
17	Scheduled Commercial Operation Date (SCOD)	Nine (9) months from the date of signing of PPA. In case, MNRE extends SCOD timeline, same will be applicable.
18	Time extension with penalty	Additional Four (4) months' time period for commissioning after SCOD, subject to conditions as stipulated in Penalty Clause 4.12 of this RFP
19	Release of CFA	The CFA will be released on successful operation & performance of the plant for two months after the commissioning, with atleast one month CUF as per minimum CUF agreed in PPA and subject to the receipt of