

**REQUEST FOR PROPOSAL  
FOR  
PROCUREMENT OF POWER FOR LONG TERM,  
UNDER “Case 1-RE” BIDDING PROCEDURE THROUGH  
TARIFF BASED COMPETITIVE BIDDING PROCESS TO  
MEET THE RENEWABLE POWER OBLIGATIONS  
OF  
NEW DELHI MUNICIPAL COUNCIL**



**New Delhi Municipal Council**  
Palika Kendra, Sansad Marg, New Delhi

**Issued by:**

**O. P. Mishra,  
Director (Projects)  
Projects Department  
7<sup>th</sup> Floor, Room No-7008,  
New Delhi-110001**

**NEW DELHI MUNICIPAL COUNCIL  
Palika Kendra,  
Sansad Marg, New Delhi -110001**

**29.09.2014**

**NEW DELHI MUNICIPAL COUNCIL,  
Palika Kendra, Sansad Marg,  
Room No 7008, 7<sup>th</sup> Floor,  
New Delhi-110001**

**Request for Proposal (hereinafter referred to as RFP) for long term procurement of power under “Case 1-RE” bidding procedure through tariff based competitive bidding from Solar for meeting the requirements of Renewable Power Obligations of NDMC in the state of Delhi.**

**This RFP is issued to:**

M/s \_\_\_\_\_

**Issued by:**

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**Designation:** Director (Projects)  
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## **DISCLAIMER**

1. This Request for Proposal (RFP) document is not an agreement or offer by New Delhi Municipal Council (NDMC) to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.
2. This RFP, along with its Formats, is not transferable. The RFP and the information contained therein is to be used only by the person to whom it is issued. Save and except as provided in Clause 2.18 of the RFP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RFP, this RFP must be kept confidential.
3. While this RFP has been prepared in good faith, neither the Procurer nor its employees or advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP.
4. Neither the Procurer, its employees nor its advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award for supply of power, the information supplied by or on behalf of Procurer or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said supply of power.
5. The Procurer is a Distribution Licensee and desirous of procurement of power from Solar Projects for Long Term under “Case 1 RE” Bidding procedure to meet its renewable energy targets under Renewable Purchase Obligation (RPO).
6. The bidding process/outcome is subject to approval of Delhi Electricity Regulatory Commission (DERC). NDMC reserves the right to cancel or modify the process without assigning any reason and without any liability.

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## DEFINITIONS

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

Any reference to a “Clause”, “Section”, “Format” and an “Enclosure” shall be construed as a reference to the clause, section, format and enclosures in this RFP.

### **The following terms are defined for use in this RFP:**

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

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with;

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and **“control”** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company. As an illustration a chart is annexed hereto as Format 5.9;

**“Appropriate Commission”** shall mean the Delhi Electricity Regulatory Commission (DERC) or the Central Electricity Regulatory Commission, as the case may be;

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

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

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

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

**“Bid Bond”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 2.12 of this RFP, as per the prescribed Format 4.6;

**“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Clause 2.8 of this RFP;

**“Bidding Guidelines”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Grid Connected Power Projects Based on Renewable Energy Sources” issued by Government of India, Ministry of Power dated ----- under Section – 63 of the Electricity Act and as amended from time to time;

**“Capacity Utilisation Factor” or “CUF”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2012 as amended from time to time;

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

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

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

**“Contracted Capacity”** shall mean the net capacity in MW contracted between the Seller(s) and the Procurer at the Interconnection Point as provided in the Selected Bid as per Format of this RFP;

**“Contracted Energy”** shall mean the net energy in MU contracted between the Seller and the Procurer at the Interconnection Point as provided in the Selected Bid as per Format 4.7 of this RFP;

**“Contract Performance Guarantee (CPG)”** shall have the meaning as per Clause 2.13 of this RFP;

**“Contract Term”** shall mean the period of 20 years for Renewable Energy sources (including Solar, Wind, Biomass, SHP, Waste to Energy etc.) starting from COD of the station as a whole as specified in Clause 1.3.1;

**“Contract Year”** shall mean the period beginning from the Commissioning of the Station as a whole/ Part Commissioning of the Project and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

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

**“Delivery Point”** shall mean: the withdrawal point specified in CERC (Sharing of Inter-State Transmission Charges and lossess) Regulation, 2010 corresponding to the Procurer’s State for transmission of power requiring ISTS, i.e. the interconnection of Delhi STU with CTU ;

or

for the generating stations within the State of the Procurer, the point where power from the

generation switchyard bus bars is injected into the Delhi STU network or the distribution network of the Procurer;

**“Effective Date”** shall mean the date from which the PPA becomes effective in accordance with its terms;

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

**“Electricity Laws”** shall mean the Electricity Act and the rules and regulations made thereunder 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;

**“Final Delivery Date”** shall be 31st Mar 2018 or as mutually agreed between the Procurer and the Seller;

**“Financial Bid”** shall mean Envelope II of the Bid, containing the Bidder’s Quoted Tariff as per the Format 4.7 of this RFP;

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

**“Injection Point”** in relation to each Financial Bid by a Bidder, shall mean the injection point specified in CERC (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2010 as specified by the Bidder in Format 4.7 of this RFP (i.e. the interconnection of STU of the State in which the Project is located with the CTU)/[in case the Project is located in Delhi, switchyard of the Project with the Delhi STU or, in case of the Project being connected to the distribution network of a distribution licensee in Delhi (other than the Procurer), the interconnection of such distribution licensee with the Delhi STU];

**“Interconnection Point”** shall mean the power station switchyard bus/Pooling Station of the Seller;

**“Initial Delivery Date”** shall mean 1st April 2016 or as mutually agreed between the Procurer and the Seller;

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

**“Lead Member of the Bidding Consortium” or “Lead Member”** shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other

Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.3 of this RFP;

**“Letter of Intent” or “LOI”** shall mean the letter to be issued by the Procurer to the Successful Bidder(s) for supply of power pursuant to Clause 3.5 of the RFP;

**“Levelized Tariff”** shall mean the tariff calculated in accordance with the provisions of Clause 3.4.7 of the RFP;

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

**“Minimum Bid Capacity”** shall mean the minimum capacity in MW specified by the Authorized Representative / Procurer in Clause 1.3.1, for which the Bidder is required to submit its Bid. It should be net power that the generator is bidding. It should exclude auxiliary, free energy to state etc.;

**“Networth”** shall mean the networth of the Bidding Company or the Member of a Bidding Consortium to be calculated in accordance with Clause 2.1.2.1;

**“Non Financial Bid”** shall mean envelope I of the Bid containing the documents as specified in Clause 2.4.1.1 of the RFP;

**“Parent Company”** shall mean a company that holds at least twenty six percent (26%) of the paid - up equity capital (directly or indirectly) in the Bidding Company or in the Member of a Bidding Consortium, as the case may be;

**“Plant Load Factor” or “PLF”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012 as amended from time to time;

**“PPA”** shall mean the agreement to be entered into between the Procurer and the Seller pursuant to which the Seller shall supply power to the Procurer as per the terms and conditions specified therein and a draft of which is attached hereto and marked as Enclosure 1 of Format 5.3 of this RFP, including all its schedules, annexures, and all amendments or modifications;

**“Procurer”** shall mean New Delhi Municipal Council with its office at Palika Kendra, Parliament Street, New Delhi-110001;

**“Project Company”** shall mean the company, incorporated by the Bidder as per Indian laws, in accordance with Clause 2.2.8;

**“Qualification Requirements”** shall mean the qualification requirements as set forth in Clause 2.1 of this RFP;

**“Qualified Bidder(s)”** shall mean the Bidder(s) who, after evaluation of their Non Financial Bid as per Clauses 3.2 and 3.3, stand qualified for opening and evaluation of their Financial Bid;

**“Quoted Tariff”** shall mean the yearly Charges, as applicable, quoted by the Bidder as per the prescribed Format 4.7 and shall be construed to be at the Interconnection Point as mentioned in its Bid;

**“Requisitioned Capacity”** means the total source-wise aggregate renewable power in MW (indicated in Clause 1.3.1 below) as proposed to be contracted by the Procurer with the Successful Bidder(s) through this bidding process for supply of power at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

**“RFP”** shall mean this request for proposal dated 01.10.2014 along with all Formats and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;



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

- a) the RFP;
- b) PPA;
- c) any other agreements designated as such, from time to time by the Procurer;

**“Scheduled Delivery Date”** Scheduled Delivery Date shall be any date mutually agreed between the Procurer and Seller between the Initial Delivery Date and Final Delivery Date;

**“Seller”** shall mean the Successful Bidder/or the Project Company, as the case may be who submit the Contract Performance Guarantee and executes the PPA and the relevant RFP Documents with the Procurer and who shall be responsible for supplying power to the Procurer at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

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

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

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

**“STU Interface(s)”** shall mean the point(s) at which the CTU network is connected to the intrastate transmission system of the Procurer’s State, and at which the Procurer agree to receive power up to the Requisitioned Capacity.

For generation source in Delhi, the STU Interface shall be the point where power from the bus-bar of the generating station from which power is contracted to be supplied, is injected into the Delhi STU/ Procurer's distribution network at an appropriate voltage level as specified by the Procurer;

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

**“Tariff”** shall mean the tariff as computed in accordance with Schedule 4 of the PPA;

**“Trading Licensee”** shall mean the Bidder which is an Electricity Trader and submits its Bid on the basis of an exclusive power purchase agreement executed with the entity developing the generation source from where the power is proposed to be supplied by the Bidder;

**“Ultimate Parent Company”** shall mean a company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding Company or Member of a Consortium, (as the case may be) and/or in the Financially Evaluated Entity and such Bidding Company or Member of a Consortium, (as the case may be) and/or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company;

# **SECTION - 1**

## **INTRODUCTION**

# **SECTION 1**

## **1. INTRODUCTION**

- 1.1** The **New Delhi Municipal Council**, hereinafter referred to as the Procurer, acting through Director (Projects), 7<sup>th</sup> Floor, Palika Kendra, Parliament Street, New Delhi hereby invites interested Bidders to purchase the RFP to participate in the bidding process for the selection of Successful Bidder(s) for long term procurement of Solar power for meeting its Renewable Power Obligations (RPO) as stipulated in the Delhi Electricity Regulatory Commission (Renewable Purchase Obligation and Renewable Energy Certificate Framework Implementation) Regulations, 2012. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer as per the terms and conditions of the RFP Documents (including, without limitation, the PPA).
- 1.2** The Procurer proposes to select the Bidder(s) having the prescribed qualifications and whose Quoted Tariff is determined to be acceptable as per the provisions of clause 3.5 to become Seller(s). The Seller(s) shall supply power to the Procurer pursuant to and as per the terms and conditions of the PPA to be signed between the Procurer and the Seller. The Procurer shall pay to the Seller(s), the Quoted Tariff of the Successful Bidder(s) which has been adopted by the Delhi Electricity Regulatory Commission as per the terms and conditions of the PPA.

### **1.3 Power Procurement**

#### **1.3.1 Scope**

Based on the Delhi Electricity Regulatory Commission (Renewable Purchase Obligation and Renewable Energy Certificate Framework Implementation) Regulations, 2012, this bidding process is being carried out to meet RPO requirement mandated till FY 2017. The Procurer presently has of its own solar generation and the balance renewable requirement is proposed to be contracted through this bidding process. Further, all Bidders shall indicate the renewable energy source of power generation from where the Contracted Energy would be delivered. Supply of power is permitted from operational power plants or from power plants proposed to be commissioned on or before the Final Delivery Date, subject to availability of power over the term of the PPA.

Brief scope of power procurement is given as under:

<b>Sr. No</b>	<b>Scope</b>	<b>Details</b>
1.	Contract Period (in years)	25 years
2.	Minimum Requisitioned Energy (MU)	Minimum Requisitioned - 234 MUs Note: 1. The Procurer intend to procure the energy to meet the RPO through this bid.  During the evaluation of Bids and based on the

Sr. No	Scope	Details
		competitiveness of the bid process, the Procurer/Authorized Representative retains the right to increase or decrease the Requisitioned Energy by a quantum of twenty percent (20%) of the quantum indicated herein.
3.	Tender Capacity	<b>30 MW</b>
4.	Minimum Bid capacity	<b>30 MW</b>
5.	Scheduled Delivery Date	<p>Scheduled Delivery Date shall be any date mutually agreed between the Procurer and Seller between the Initial Delivery Date and Final Delivery Date.</p> <p>Part commissioning of the Project shall be accepted by NDMC subject to the condition that the minimum capacity for acceptance of any part commissioning shall be 10 MW. In case when remaining capacity to be commissioned is lower than 20 MW, then Bidder has to commission the remaining capacity together. The PPA will remain in force for a period of 20 years after commissioning of station as a whole.</p> <p>Note: The above mentioned clause of minimum part commissioning capacity of 10 MW will not be applicable for cases where NDMC allocates a capacity to a Bidder which is less than 10 MW.</p> <p>Bidders shall be allowed to commission the entire capacity by 31st March 2016 (other than when Force Majeure is applicable) without imposition of Liquidated Damages. If complete capacity is not Commissioned by 31st March 2016, the PPA capacity shall stand reduced / amended to the Project capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity. NDMC shall deduct payments corresponding to Rs. 2 lakhs/MW for the uncommissioned capacity through encashment of remaining Performance Guarantee (including Additional Performance Guarantee)</p>
6.	Interconnection Point	Bidders shall submit their Quoted Tariff at the Interconnection Point and specify the same in the Financial Bid as per Format 4.7 of this RFP. The PPA shall be signed between the Successful Bidder/ Project Company and the Procurer for the Contracted Energy at the Interconnection Point.
7.	Transmission Losses	The transmission losses from the

Sr. No	Scope	Details
		Interconnection Point to the Delivery Point (as certified by a relevant authority) shall be borne by the Procurer.
8.	Arranging Transmission Access	The Procurer shall be wholly responsible to arrange transmission access from the Interconnection Point to the Delivery Point.
9.	Transmission Charges	For transmission of power from the Interconnection Point to the Delivery Point, the Seller shall be responsible to enter into a commercial arrangement with the CTU/STU, as the case may be, to bear the transmission charges as notified by the CERC/SERC, if any, as the case may be, from time to time. Further, the Seller shall then claim the reimbursement of such Transmission Charges from the Procurer, if any.

### 1.3.2 Evacuation of Power

The responsibility for evacuation of power beyond the Interconnection Point will be of the Procurer, who shall ensure the inter-connectivity of STU Interface(s) with its distribution network for evacuation of power.

1.3.3 Details of the Procurer's last three years of the aggregate technical and commercial losses are enclosed separately as per Format 5.2 of this RFP.

1.3.4 The Procurer has already sent intimation to the Appropriate Commission about the initiation of the bidding process.

### 1.4 Issue of RFP Documents

All those interested in purchasing the RFP may write to the Procurer with a non-refundable fee of Rs. 5,000/- (Rupees five thousand) only, in the form of a demand draft / banker's cheque / pay order drawn in favor of *Secretary, New Delhi Municipal Council*, payable at New Delhi, latest by 30.10.2014 (last date of sale of RFP). The RFP shall be issued to a Bidder on any working day from 30.09.2014 to 30.10.2014 (last date of sale of RFP) between 10:30 hours (IST) to 15:30 hours (IST) by the Procurer, on written request and against payment of the above mentioned fee. In case where a Bidder requests the RFP and RFP Documents to be sent by post, the Procurer shall promptly dispatch the RFP and RFP Documents to such Bidder by registered mail/air mail only upon receipt of written request and payment of the above mentioned fee from such Bidder. The Procurer shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed. The RFP and RFP Documents can also be downloaded from [www.ndmc.gov.in](http://www.ndmc.gov.in). However, in such case the Bidder can submit the Bid only on submission of a non refundable fee of Rs. 5,000/- (Rupees Five Thousand only) as mentioned above separately along with the Bid.

## **SECTION- 2**

# **INFORMATION AND INSTRUCTIONS FOR BIDDERS**

## SECTION - 2

### 2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

#### 2.1 Qualification Requirements

2.1.1 Subject to Clauses 2.1.3 and 2.1.4, the Bidder must meet the Qualification Requirements independently as Bidding Company or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. Further, a Bidding Consortium can participate in the bidding process if any Member of the Consortium has purchased the RFP.

2.1.2 The Bidder must fulfill the following Qualification Requirements specified in Clause 2.1.2.1, 2.1.2.2 & 2.1.2.3:

2.1.2.1 **Networth:** Networth should be equal to or greater than the value of Rs. 125 Crore or equivalent USD [*Calculated as per provisions mentioned in Note below*]. The computation of networth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline.

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

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

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

In case of more than one Financial Bid being submitted by the Bidder from different generation sources (for clarification, it means either from projects located at different sites/ from different renewable energy sources), the networth must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Financial Bids. If the Networth is lesser, only the bid, till the level that satisfy the Networth criterion, would be considered.

Networth shall be computed in the following manner by the Bidder:

**Networth** = Paid up share capital

Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

The computation of Networth shall be based on unconsolidated audited annual accounts of the company. For the purpose of the computation of Networth, any one of the last three financial years and upto seven (7) days prior to Bid Deadline shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years 2010-11, 2011-2012 & 2012-13, while indicating the year which should be considered for evaluation along with a certificate from a chartered accountant to demonstrate the fulfilment of the criteria. In case a Bidder seeks qualification on the basis of Networth as on seven (7) days prior to Bid Deadline, the Bidder shall submit a certificate from its Statutory Auditor/Chartered Accountant certifying the Networth on the date seven days prior to submission of Bid and also submit the un-audited financial statements of the Company duly certified by its Statutory Auditor/Chartered Accountant for the date on which the certificate of Networth has been obtained.

#### 2.1.2.2 Technical Criteria

The Bidder must fulfill the following minimum technical requirements specified in A, B & C in the aggregate.

- A. The Bidder or any Member of the Bidding Consortium must have experience of development and commissioning of solar photovoltaic power projects of at least 60 MW capacity commissioned atleast 6 months from the bidding date in the proposed project state as a developer of the project or as an EPC provider.
- B. Bidder has to be SP1A rated MNRE Channel Partner
- C. Bidder should be ISO 9001:2008 and ISO14001:2004

#### 2.1.2.3 Consents, Clearances and Permits:

The Bidder shall submit documentary evidence with regards to the following, as applicable:

##### a) Site identification and land acquisition:

In this regard the Project developer shall be required to furnish the following documentary evidences at the time of signing of PPA:-

- I. Requirement of land would be considered as indicated in the proposal filed with the competent authority for according No Objection Certificate (NOC) for the project
- II. Ownership or lease hold rights (for at least 25 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project.
- III. Requisite documents from the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of Project Developer and in case private land converted for industrial use.
- IV. In case of land to be acquired under the Land Acquisition Act 1894 or its equivalent, the Bidder shall submit copy of notification issued for such land under Section 6 of the Land Acquisition Act 1894 or its equivalent.
- V. In all other cases, the Bidder shall furnish documentary evidence in the form of



certificate by concerned and competent revenue / registration authority for allotment of the land.

- VI. In case of non-availability of land with the bidder at the time of bidding, an undertaking has to be submitted by the Bidder that the documentary evidence will be produced by the bidder of the availability of land at the time of financial closure of the project.

Bidders are also allowed to submit the land records/documents as may be available with their EPC contractors/developers for the offered project capacities.

**Note:**

- I. Change in the location of land from one state to other is permitted. Change in location within same state will be permitted till signing of PPA without affecting the quoted tariff.
  - II. The land should be free from all encumbrances.
  - III. The land should neither have been proposed for other purposes & nor should have been mortgaged.
- 
- b) Environmental Clearance: If applicable, the Bidder shall have submitted the requisite proposal, for obtaining NOC to the concerned administrative authority responsible for according final approval at time of financial closure which should not be more than 150 days from the date of PPA.
  - c) Forest Clearance: (if applicable for the land of power station) The Bidder shall have submitted the requisite proposal, for the forest clearance, to the concerned administrative authority responsible for according final approval in the central / state govt., as the case may be at time of financial closure which should not be more than 150 days from the date of PPA.
  - d) Technology Tie-up (in case of Solar Power project): Technology to be used shall be as approved by Appropriate Commission or the Government of India appointed body, agency and institutions as the case may be.
  - e) If the identified generation source is an existing power station, the Bidder shall submit the documentary evidence regarding commissioning of the power station and available surplus capacity (for the Contract Period) equivalent to the capacity offered in its bid in lieu of the requirements specified above in this Clause 2.1.2.2 (a) to (e).

If the Bidder is a trading licensee, it shall have executed exclusive and binding power purchase agreement(s) for a term of 20 years (for all renewable projects) for the quantity of energy offered in its Bid and shall provide a copy of the same as part of its Bid. In such a case, the Bidder shall ensure that the entity with whom it has executed the exclusive Power Purchase Agreement (PPA) for supply of power under the bidding process has completed the project preparatory activities as mentioned in Clause 2.1.2.2 (a) to (e) above. Furthermore, the Bidder shall be responsible for procuring from the entity developing the power station and submitting in its Bid, all the documentary evidence to establish that the project preparatory activities as in Clause 2.1.2.2 (a) to (e) above have been completed. In case of supply being proposed from an existing power station, the Bidder should submit evidence in the form of a declaration sent to RLDC/SLDC, as the case may be, in support of commercial operation of the power station.

Bidders shall furnish documentary evidence as per Format 4.4 (B) duly certified by the person authorised through board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, as per Clause 2.4.1.1 A) iv) a) and the Statutory Auditor/Chartered Accountant in support of their technical capability.

- 2.1.2.4 In case the Bidder is a Bidding Company and wishes to incorporate a Project Company, all such Consents, Clearances and Permits if obtained in the name of a company other than the Project Company, the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.

In case the Bidder is a Bidding Consortium, all such Consents, Clearances and Permits shall be obtained in the name of the Lead Member and the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.

- 2.1.2.5 The Bidder shall undertake (as per Format 4.1) not to submit any other bid, on the basis of the same generation source/project from the same location and quantum of power from such generation source/project from the same location as mentioned in its Bid, in any bid process till the time of selection of Successful Bidder and signing of PPA or the termination of the process, whichever is earlier subject to a maximum period of two hundred and ten days (210 days) from the Bid Deadline. If the Bidder is a Trading Licensee, it shall undertake (as per Format 4.1) not to submit any bid, on the basis of power purchase agreement submitted along with its Bid for the same quantum of energy and generation source/project specified therein, in any bid process till the time of selection of Successful Bidder and signing of PPA or the termination of the process, whichever is earlier subject to a maximum of period of two hundred and ten days (210 days) from the Bid Deadline.

Bidders shall furnish Format 4.1, duly certified by the person authorised through board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, as per Clause 2.4.1.1 A) iv) a).

- 2.1.3 If the Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company as per the Consortium Agreement (Format 4.3), forming part of its Non Financial Bid. Any Bidding Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power and performing the obligations under the PPA, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format 4.3) within Twenty Five (25) days of the issue of Letter of Intent.
- 2.1.4 Any Bidding Company may choose to incorporate a Project Company for the purpose of supply of power. In such a case, the Bidding Company will have to comply with the requirement of Clause 2.1.2.3 above.
- 2.1.5 The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its

Affiliate(s). The financial capability of a particular Parent Company (ies) and / or Affiliates, shall not be used by more than one Bidder. In case the Bidder is bidding from different generation sources (i.e. Solar / Non Solar or two or more Non Solar sources), then the Bidder may rely on the financial capability of same Parent Company (ies) and/ or Affiliates for meeting the cumulative networth requirements.

The determination of the relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary evidence in form of a certification from a practicing Company Secretary or Statutory Auditor to establish such relationship shall be furnished by the Bidder along with the Bid.

If the Bidding Company or a Member of a Bidding Consortium relied on the financial capability of its Parent/Affiliates, such Bidding Company or Member have to submit a Board resolution as per Format 4.5, from its Parent / Affiliate, as the case may be, that the obligation of the Bidding Company or the Member of the Consortium to submit a Contract Performance Guarantee, if selected, shall be deemed to be their obligations as well and in the event of any default whatsoever by the Successful Bidder in submitting the Contract Performance Guarantee, the same shall be submitted by such Parent / Affiliate, as the case may be. The relationship of Parent Company or Affiliate with the Bidding Company or Member of a Bidding Consortium shall not change during the term of the PPA without the prior consent of the Procurer.

- 2.1.6 A Bidder shall submit only one response in the same bidding process from one generation source/project at the same location, individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent Company / Affiliate / Ultimate Parent Company of the Bidding Company or a Member of a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process from the same generation source/project at the same location. Further, if any Bidder has a Conflict of Interest with other Bidder(s) participating in the same bidding process, the Bid of all such Bidder(s) shall be rejected.
- 2.1.7 Notwithstanding anything stated above, the Procurer reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information/documents. The Procurer reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 2.1.8 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Where the Financially Evaluated Entity is not the Bidding Company or a Member of a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Financially Evaluated Entity till execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage or cancellation of the LOI, as the case may be.

## **2.2 Submission of Bid by the Bidder**

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

2.2.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

2.2.3 The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements to the satisfaction of the Procurer and shall furnish unconsolidated / consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be, of Bidding Company or each Member of a Consortium or Financially Evaluated Entity for the last three (3) financial years immediately preceding the Bid Deadline for the purpose of calculation of Network.

#### **2.2.4 Bid submitted by a Bidding Consortium**

2.2.4.1 The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 4.3). There shall be only one Lead Member which shall continue to hold fifty one percent (51%) equity in the Project Company up to a period of three (3) years from COD of the station as a whole as per provisions of Clause 2.7 of this RFP. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.

Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.

Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer.

2.2.4.2 The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer. The person designated by the Lead Member shall be authorized through a Board Resolution (as per Clause 2.4.1.1 A) iv) a)) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 4.2 in favor of the Lead Member issued by the other Members of the Consortium).

2.2.4.3 The Bid shall also contain a Board Resolution as per Format 4.5 from each Member of the Consortium confirming that the RFP & RFP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

#### **2.2.4.4 Point of contact in case of Bidding Consortium**

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

## **2.2.5 Bid submitted by Bidding Company**

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

## **2.2.6 Clarifications**

2.2.6.1 The Procurer will not enter into any correspondence with the Bidders, except to furnish clarifications on the RFP and RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP and RFP Documents in writing, through a letter or by fax (and also soft copy by e-mail) to reach the Procurer at the address, date and time mentioned in Clause 2.16.1. For any such clarifications or amendments, the Bidder should adhere to the Format 5.4 of the RFP. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought in accordance with this Clause 2.2.6.

2.2.6.2 The Procurer is not under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for.

2.2.6.3 Bidders may note that all clarifications need to be submitted in writing. No telephonic clarification shall be entertained by the Procurer.

2.2.7 The drafts of the PPA, as per Format 5.3 Enclosure -1, has been attached to this RFP;

Upon finalization of the RFP Documents after the amendments as envisaged in Clause 2.3, the Procurer shall initial all the pages of the PPA and the other RFP Documents and upload the same on its website [www.ndmc.gov.in](http://www.ndmc.gov.in) at least ten (10) days prior to the Bid Deadline.

## **2.2.8 Incorporation of a Project Company**

2.2.8.1 In case of the Successful Bidder being a Bidding Consortium, it shall, within Twenty Five (25) days of the issue of the Letter of Intent, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid as specified in the Consortium Agreement such Project Company shall be responsible to execute the RFP Documents. The investment in the Project Company shall be as per provisions of the Consortium Agreement and shall be subject to the provisions of Clause 2.7 of this RFP.

In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company

within Twenty Five (25) days of the issue of the Letter of Intent. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid. The investment in such Project Company incorporated by the Successful Bidder may be from any of the Affiliates and / or Ultimate Parent and shall be subject to the provisions of Clause 2.7 of this RFP.

In case a Bidding Company/ Bidding Consortium wishes to incorporate more than one Project Company for supply of power through projects at different locations or through different generation sources, the same is permitted.

2.2.8.2 The Project Company shall execute the RFP Documents and be responsible for supply of power to the Procurer as per the provisions of the PPA.

2.2.9 Within seven (07) days of intimation by the Procurer regarding approval of tariff from the Hon'ble Commission, , the Successful Bidder/ Project Company, as the case may be, shall:

a. Provide a valid Contract Performance Guarantee as per the provisions of Clause 2.13 of this RFP; and thereafter

b. Execute the PPA and other RFP Documents after approval by the Appropriate Commission in required number of originals so as to ensure that one original is retained by each party to the agreement(s).

Provided that, if for any reason attributable to the Procurer, the above activities are not completed by the Successful Bidder(s)/ Project Company within a period of two hundred and ten (210) days from Bid Submission Deadline as mentioned in this Clause, such period shall be extended, on a day for day basis in line with clause 2.9.2

2.2.10 All stamp duties payable for executing the RFP Documents shall be borne by the Successful Bidder.

2.2.11 If the Successful Bidder(s) / Project Company fails or refuses to comply with any of its obligations under Clauses 2.2.8 and 2.2.9, and provided that the Procurer and / or other parties to the respective RFP Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the Procurer shall be entitled to invoke the Bid Bond of the Successful Bidder(s) / Project Company.

### **2.3 Amendment of RFP**

2.3.1 The Procurer, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines specified in Clause 2.8.2, by issuance of addendum / modification / errata and / or a revised document. Such document shall be made available on the company website, [www.ndmc.gov.in](http://www.ndmc.gov.in).. All such amendments/modifications shall be issued at least ten (10) days prior to the Bid Deadline.

2.3.2 In case Bidders need any further clarifications not involving any amendments in respect of the final RFP and RFP Documents, they should ensure that written request for such clarification is delivered to the Procurer at least twenty (20) days prior to the Bid

Deadline, the Procurer may issue clarifications only, at its sole discretion, which is considered reasonable by it. Any such clarification issued shall be made available on the same website, *www.ndmc.gov.in* . Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of clarifications sought as per this clause.

- 2.3.3 In case of failure to supply the minimum contracted power, the cost of covering the RPO obligation will be paid by the concessionaire.

## **2.4 Bidding Process**

### **2.4.1 Bid Formats**

- 2.4.1.1 The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 2.10. The Bid shall comprise of the following:

**(A) ENVELOPE -I – Non- Financial (Technical and Commercial) Bid comprising of:**

- i. Covering Letter as per prescribed Format 4.1
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 4.2

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

- iii. Bank Guarantee (Bid Bond) in the form as per Format 4.6
- iv. Board Resolutions, as per prescribed formats enclosed as Format 4.5 duly certified by the Company Secretary or a Director of the relevant Bidder, as applicable to the Bidder and mentioned here under:
  - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favor of the person signing the Bid;
  - b. Board resolution from each of the Consortium Members, except the Lead Member, in favor of the person authorized to execute the Power of Attorney in favor of the Lead Member.
  - c. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project Company / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project Company (in case of Bidding Consortium); and
  - d. Board Resolutions from Parent and /or Affiliate (whose credentials have been

used), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure by such Bidding Company/Member of the Bidding Consortium to make such investment;

- v. In case of a Bidding Consortium, the Consortium Agreement between the Members in the Consortium as per Format 4.3 along with board resolution from each Member of the Consortium for participating in consortium;
- vi. Format for Qualification Requirements as per Format 4.4, as applicable;
- vii. A disclosure statement as per Format 4.8 regarding participation of any related companies in this bidding process.

**(B) ENVELOPE II – Financial (Price) Bid as per Format 4.7**

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid as per the prescribed Format 4.7, duly signed by an authorized signatory.

- i. The Bidder shall submit their Quoted Tariff at the Interconnection Point and shall specify the same in its Financial Bid as prescribed in Format 4.7 of this RFP;
- ii. More than one Bid can be submitted by the Bidder for supply of power, from different generating source or project located at different locations. Each Bid should be submitted separately in accordance with this Clause 2.4.1.1
- iii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder from various generation sources;
- iv. The Bidder may quote for any quantum of energy up to the Requisitioned Energy for the entire term of the PPA, subject to the Minimum Bid Capacity conditions;
- v. From each generation source, the Bidder may submit fractions of total capacity offered which it is willing to supply at the same quoted tariff as specified in Format 4.7;
- vi. The Quoted Tariff, as in Format 4.7, shall be an all-inclusive Tariff up to the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses (if any) from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Quoted Tariff. The Bidders should quote yearly tariffs considering escalations as they deem fit. Bidders can exercise the following options while quoting yearly tariffs:
  - a) Bidders may quote tariff for the first year and then mention escalation % for the remaining years.



- b) Bidders may quote different tariffs (in Rs./kwh) for all the years factoring necessary escalations.
- c) Bidders may also choose to quote fixed tariffs for in blocks of 5 years with appropriate escalations.

Bidders may note that tariffs need to be quoted in Format 4.7 for a period of 25 years starting from April 1<sup>st</sup>, 2016 and ending at Mar 31<sup>st</sup>, 2041.

Appropriate transmission charges from the Interconnection Point to the Delivery Point as per Format 4.7 shall be added for Bid evaluation purpose.

#### 2.4.1.2 Commencement of Supply of Power to Procurer:

The Seller shall at all times be responsible, at its own cost and risk for the commencement of supply power to the Procurer as per the terms of the PPA.

- 2.4.1.3 Wherever information has been sought in specified formats, the Bidders shall furnish the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

### **2.5 The Bidder should note that:**

- (a) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Procurer reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the 9.4 of the PPA shall apply;
- (b) If the Bid contains a Quoted Tariff at the Interconnection Point which is higher than prevalent market prices, the Procurer reserves the right to reject such Bid;
- (c) If for any reason the Bid of any Successful Bidder is rejected, the Procurer may:
  - i. Consider the next lowest Financial Bid from a Bidder other than the Successful Bidder(s) whose Bids are responsive and valid; or
  - ii. Annul the bid process; or
  - iii. Take any such measure as may be deemed fit in the sole discretion of the Procurer;
- (d) The Procurer reserves the right to accept the offer of the Bidder for any quantum of energy up to +/-20% quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Energy (after considering the quantum of energy offered by Successful Bidder(s) in Clause 3.5.4). Tie up of quantum below -20% of quantum offered shall be subject to the agreement by the Seller. In such case, Seller shall also have the option to withdraw its bid without its Bid Bond being encashed;
- (e) Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the Procurer and shall not be returned to the Bidders;

- (f) Language of the Bid shall be English only;
- (g) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;
- (h) The Procurer may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the Procurer;
- (i) Non submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of the Procurer of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing;
- (j) The Procurer reserves the right to verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary;
- (k) The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to the Procurer at the address provided in Clause 2.16 of this RFP immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RFP or from the date on which it was made available on *www.ndmc.gov.in* it shall be considered that the issued document, complete in all respects, has been received by the Bidder;
- (l) Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources. The Procurer shall not be responsible for losses suffered by the Bidders in relying on any information provided in the RFP;

## **2.6 Bidder to inform itself fully**

- 2.6.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 2.6.2 The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids,

scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India.

In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, Electricity Laws, the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by Regulatory Commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Procurer shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

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

## **2.7 Minimum Equity holding/Equity Lock-In**

- 2.7.1 The aggregate equity shareholding of the Successful Bidder in the issued and paid up equity share capital of the Seller shall not be less than the following:

a) The Bidding Company/Lead Member shall continue to hold fifty one percent (51%) equity in the Project Company up to a period of one (1) years after Commercial Operation Date of the relevant Project as per provisions of the relevant RFP Documents. The Financial Member, if applicable, shall be required to maintain an equity stake of 15% in the Project Company for a period of at least one (1) years from the Commercial Operation Date of the relevant Project as per the provisions of the RFP Documents. Provided that where a single Member claims both the Networth for meeting the Financial Criteria as well as relevant technical experience for meeting the technical criteria, then such Member shall be the Lead Member and shall be required to hold and maintain an aggregate equity stake required of the Lead Member as specified .

- 2.7.2 In case of a Bidding Consortium, any Member, other than the Lead Member, shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in Clause 2.7.1 (a) above. [ In case of a Bidding Company, any investing entity(ies) shall be allowed to divest its equity as long as the other remaining investing entity(ies) hold the minimum aggregate equity specified in Clause 2.7.1 (a) above.]

- 2.7.3 The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Ultimate Parent Company or Parent Company (ies). If the Successful Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company (ies), the Successful Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified above are still maintained.

- 2.7.4 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the Project Company to another Affiliate or to the Parent

Company / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate/ Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

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

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

2.7.6 The provisions contained in Clause 2.7.1 to Clause 2.7.6 shall not be applicable in case of Bidding Company bidding on its own name, meeting all Qualification Requirements on its own and not forming a separate Project Company.

## 2.8 Due Dates

2.8.1 The Bidders should submit the Bids so as to reach the address specified below by 1530 hrs (IST) on 30<sup>th</sup> Oct. 2014:

**Designation:** Director - Projects,  
**Address :** New Delhi Municipal Council,  
 Palika Kendra, Room No 7008, 7<sup>th</sup> Floor,  
Sansad Marg, New Delhi -110001

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

Event	Schedule
Date of issue of RFP	29 <sup>th</sup> Sept. 2014
Date for Receipt of Clarifications	10 <sup>th</sup> Oct-2014
Bid submission and opening of Non Financial (Technical and Commercial) Bid	30 <sup>th</sup> Oct-2014
Opening of Financial (Price) Bid of Qualified Bidders	11 <sup>th</sup> Nov-2014
Short listing of Successful Bidder(s) and issue of LOI	15 <sup>th</sup> Nov- 2014
Date of signing the RFP Documents( including PPA)*	30 <sup>th</sup> June-2015

*\*After obtaining approval of PPA from the Appropriate Commission*

## 2.9 Validity of the Bid

2.9.1 The Bidder shall submit the Bid which shall remain valid up to two hundred and ten (210) days after the Bid Deadline (“Bid Validity”). The Procurer reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

2.9.2 The Procurer may solicit the Bidders’ consent for an extension of the period of

validity of the Bid NDMC website. In the event any Bidder refuses to extend its Bid Validity as requested by the Procurer, the Procurer shall return the Bid of such Bidder, and the Procurer in such case will not be entitled to invoke the Bid Bond. A Bidder accepting the Procurer request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the Procurer and further undertake not to participate in any bid process as per Clause 2.1.2.4 within seven (7) days of such request, failing which the Bid shall not be considered as valid.

**2.10 Method of Submission**

2.10.1 Bids are to be submitted in a single closed cover envelope (as mentioned in Clause 2.10.2) containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcribed in the following way;

Envelope I (Non-Financial Bid)  
superscript -

“Bid for selection of Seller(s) for procurement of power on long term basis under “Case 1-RE” bidding procedure.

Name of the Bidder -

.....

Due for opening on .....

Envelope I: Non Financial Bid”

Envelope II (Financial Bid)  
superscript -

“Bid for selection of Seller(s) for procurement of power on long term basis under „Case 1-RE” bidding procedure.

Name of the Bidder

.....

Due for opening on: .....

Envelope II: Financial Bid ”

In case the Bidder is offering capacity from more than one generation source/project, the Financial Bid from different generation sources/projects should be sealed in separated envelopes and these envelopes shall be placed in Envelope II.

2.10.2 Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) (mentioned in Clause 2.10.1) for the Bid to be submitted by Bidders should be packed in a single closed cover envelope, with the following superscript:

Bid for selection of Seller(s) for procurement of power on long term basis under “Case 1-RE” bidding procedure.

Due for opening on

*[Insert date of opening of Non-Financial Bid]*

**Director (Projects)**  
**Address: 7<sup>th</sup> Floor, Room No 7008,**  
**Palika Kendra, Sansad Marg,**  
**New Delhi-110001**  
**Phone: 011-41501383**

**“Name of the Bidder .....**”  
***[Insert name of Bidder]***

- 2.10.3 The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach the Procurer by the Bid Deadline. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. The Procurer shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline or not accompanied with the proof of Purchase of Bid Documents/ Draft towards purchase of Bid Document shall not be considered and shall be returned.
- 2.10.4 It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, the Procurer shall not be responsible for premature opening of the Financial Bid.
- 2.10.5 All pages of the Bid, except for the Bid Bond (Format 4.6) and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, (if any), must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.
- 2.10.6 Bidders shall submit the Bid in one (1) original plus 2 (two) copies, copies required for Non-Financial bid only, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked “ORIGINAL”, and all other copies are to be clearly marked “COPY OF BID”. In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.
- 2.10.7 No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the Procurer as per Clause 2.5 (g).
- Provided that a Bidder shall always have the right to withdraw or modify its Bid before the Bid Deadline. In cases where the Bid is withdrawn by the Bidder before the Bid Deadline, then such Bid shall be returned unopened.
- 2.10.8 If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcribed as per the specified requirement, the Procurer will assume no responsibility for the Bid's misplacement or premature opening.

## **2.11 Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RFP Documents, etc., the Procurer shall not be responsible in any

way for such costs, regardless of the conduct or outcome of this Bid process.

## **2.12 Bid Bond (EMD)**

2.12.1 Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.6 for an amount of Rs. 2 lakh per MW corresponding to the capacity offered, issued by any of the Banks listed in Format 5.6.

The validity of the Bid Bond should be 210 days (180+30 days) after the bid deadline as per the Format 4.6

2.12.2 The Bid Bond, may be invoked by the Procurer or its authorized representative, without any notice, demure, or any other legal process and the LOI withdrawn upon occurrence of any of the following:

- [Insert in case the Successful Bidder is a Bidding Company choosing to incorporate a Project Company and in case of a Bidding Consortium: “Failure to incorporate the Project Company as a legal entity within Five (5) days of issue of Letter of Intent”]:  
or
- Failure to execute the RFP Documents subject to the provisions of Clause 2.2.11;  
or
- Failure to furnish the Contract Performance Guarantee; or
- Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.5.

2.12.3 The Bid Bonds of all Bidders, whose Bids are declared non-responsive, shall be returned and released by the Procurer within Five (5) days after the date on which the Financial Bids are opened.

2.12.4 The Bid Bonds of all unsuccessful Bidders shall be returned and released by the Procurer within a period of Five (5) days of the occurrence of the earlier of the following:

- a) submission of the Contract Performance Guarantee as per Clause 2.13 of the RFP and the execution of the RFP Documents (as applicable) by the Successful Bidder(s); or
- b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders; or

2.12.5 The Bid Bonds of all Bidders shall be returned and released by the procurer within a period of Fifteen (15) days of the occurrence of the termination/cancellation of Bid process by the Procurer.

2.12.6 The Bid Bond of the Successful Bidder(s) shall be returned upon signing of the RFP Documents and submission of the Contract Performance Guarantee.

## **2.13 Contract Performance Guarantee (CPG)**

2.13.1 Within seven (07) days of intimation by the Procurer regarding approval of tariff from the Hon’ble Commission, the Successful Bidder(s) either on his/their own behalf or on behalf of the Seller, shall provide to the Procurer the Performance Guarantee in the format provided in the Format 5.5, for an amount of Rs ---- [not less than that

derived on the basis of Rs. 5 Lakh per MW of the Contracted Capacity], (and rounded off to the nearest one lakh with the principle that amounts below Rs. 50,000/- shall be rounded down and amounts of Rs. 50,000/- and above shall be rounded up). The Performance Guarantee shall be initially valid for a period of three (3) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA. The Performance Guarantee shall be issued by the banks listed in Format 4.13.

In case the Successful Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in Format 5.6, the Successful Bidder may obtain the same from not more than three (3) banks specified in Format 5.6. The Bidder also has the option of providing 50% of the Contract Performance Guarantee as a Corporate Performance Guarantee as per the format enclosed at 5.5 (B).

2.13.2 Non submission of the CPG by the Successful Bidder(s) as per the provisions of this Clause 2.13 may lead to the invocation of the Bid Bond and thereafter, the provisions of Clause 2.5 (b) shall be applicable.

## **2.14 Opening of Bids**

2.14.1 Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) shall be opened as per the following time schedule and at the venue where the Bids are required to be submitted, as specified in Clause 2.8, in the presence of one representative from each of such Bidders who wish to be present:

Opening of Envelope I (Non-Financial Bid): 16.00 Hrs on 30th Oct, 2014,  
Opening of Envelope II (Financial Bid) : 16.00 Hrs on 11th Nov, 2014,

or such other dates as may be intimated by the Procurer to the Bidders through NDMC web site.

In the event of any of the above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.

2.14.2 The following information from each Bid shall be read out to all the Bidders at the time of opening of Envelope I (Non-Financial Bid) and Envelope II (Financial Bid):

- ❖ Name of the Bidder including Members of the Bidding Consortium, if applicable,
- ❖ Details of the Bid Bond (applicable only for Envelope I).
- ❖ Quantum of power offered and its source (applicable only for Envelope II).
- ❖ Details of Interconnection Point.
- ❖ Quoted Tariff (applicable only for Envelope II).

## **2.15 Right to withdraw the RFP and to reject any Bid**

2.15.1 This RFP may be withdrawn or cancelled by the Procurer at any time without assigning any reasons thereof without incurring any liability on any account. The Procurer further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.



## **2.16 Enquiries**

2.16.1 Written clarifications on the RFP and RFP Documents as per Clause 2.2.6 may be sought from:

*Mr. O.P. Mishra,*  
*Designation: Director- Projects,*  
Telephone:011-23340298  
E-mail: director.it@ndmcmail.gov.in

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

## **2.18 Confidentiality**

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

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) disclosures required under applicable Law, without the prior written consent of the other parties of the concerned agreements.

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

# SECTION - 3

## EVALUATION CRITERIA

## **SECTION - 3**

### **3. EVALUATION CRITERIA**

#### **3.1 Bid Evaluation**

The evaluation process comprises the following four steps:

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

#### **3.2 STEP- I : Responsiveness check**

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

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

- i) Bids that are incomplete ( i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid Bid Bond, Consortium Agreement);
- ii) Bid not received by the due date and time;
- iii) Bid having Conflict of Interest;
- iii) Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium;
- iv) Bidder delaying in submission of additional information or clarifications sought by Procurer as applicable;
- v) Bidder makes any misrepresentation as specified in Clause 2.5(a).

#### **3.3 STEP -II : Evaluation of Non Financial Bid**

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

#### **3.4 STEP -III : Evaluation of Financial Bid**

Financial Bids (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, as per the time lines indicated in this RFP, or such other date as may be intimated by Procurer to the Bidders. The evaluation of Financial Bid shall be carried out based on the information furnished in Envelope II (Financial Bid).

- 3.4.1 The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.4.1.1 (B) of this RFP. Any Bid not meeting any of the requirements as per Clause 2.4.1.1 (B) of this RFP may cause the Bid to be considered “Non-responsive” at the sole decision of the Procurer. Financial Bid not in conformity with the requirement of Sl. No. (iv) and (vi) of Clause 2.4.1.1 (B) of this RFP shall be rejected.
- 3.4.2 The Bidders shall quote the Tariff as specified in Format 4.7. Based on the Quoted Tariff provided by the Bidders, the Levelized Tariff shall be calculated for the term of the PPA.
- 3.4.3 For the purpose of comparison of Financial Bids, the following escalations and discount rate shall be considered:

Head	Value
1. Discount Rate for computation of Levelized Tariff	This shall be the rate notified by CERC on 7 <sup>th</sup> Oct 2013
2. Annual escalation rate applicable to normative Transmission Charges	This shall be the rate notified by CERC applicable on the day which is seven (7) days prior to Bid Deadline

**The factor at Sl. No. 2 shall be applied from the Bid Deadline (as applicable).**

- 3.4.4 Applicable transmission charges shall be added to such Quoted Tariff as described below.

### **3.4.5 Transmission Charges**

The transmission charges shall be as per the CERC (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2010. The Interconnection Point specified by the Bidder in its Financial Bid shall be used to add the applicable transmission charges.

a) Applicable transmission charges as specified in Format 5.8 from such Interconnection Point up to the Delivery Point [including Discom charges (if applicable), State Charges, CTU Charges]] with appropriate escalation shall be added to the escalated Quoted Tariff.

b) In case of Interconnection Point being a Delivery Point, no transmission charges shall be added.

[Note: In case of transmission charge matrix being given on Rs./MW/day basis, appropriate conversion of transmission charges on per kWh based on CUF/PLF as quoted by the Bidder, as the case may be, shall be carried out before adding up the same for evaluation purpose].

### **3.4.6 Transmission Loss**

The Quoted Tariffs (Rs./kWh) of each of the Bidders for each year of the term of the PPA, calculated as per provisions of Clause 3.4.3 and after adding applicable escalated transmission charges, shall then be adjusted for the applicable transmission losses in the following manner:

Adjusted Quoted Tariff (in Rs/ kWh) = Quoted Tariff (in Rs/ kWh as calculated in Clause 3.4.3 and after adding applicable escalated transmission charges) \* Aggregate Adjustment Factor (AAF):

where,

Aggregate Adjustment Factor (AAF) = (AF(Injection Point)) \* (AF(Delivery Point)) \* (AF (STU losses as specified by the Bidder in Format 4.7)) and

Adjustment Factor (AF) =  $1 / ((1 - \text{applicable transmission loss (in \%)} ) / 100)$

The applicable transmission loss (in %) shall comprise of

- a) the transmission loss (in %) for the intrastate transmission link connecting the Interconnection Point to the Injection Point, if applicable and specified by the Bidder in Format 4.7; and
- b) the applicable normative transmission loss (in %) at the Injection Point and the Delivery Point as provided in CERC (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2010.

### **3.4.7 Computing Levelized Tariff**

The adjusted Quoted Tariffs (Rs./kWh) as calculated in Clause 3.4.6 above for each Bidder for the term of PPA, shall then be discounted upto the Initial Delivery Date by applying the discount factor of  $f$  [based on the Discount Rate as mentioned in Clause 3.4.4 above] and such aggregate discounted value for the term of the PPA shall be divided by the sum of such discount factors so as to calculate the Levelized Tariff of each Bidder.

The Levelized Tariff shall be calculated by assuming uniformly for all Bidders that power shall get delivered on the Initial Delivery Date.

- 3.4.8 For the ease of submission and clarity of Bidders, the methodology of computation of Levelized Tariff is presented in the Format 5.7 of this RFP.

### **3.5 STEP -IV: Successful Bidder(s) Selection**

- 3.5.1 Bids qualifying in Step III shall only be evaluated in this stage.
- 3.5.2 The Levelized Tariff calculated as per Clause 3.4.7 for all Financial Bids of Qualified Bidders shall be ranked from the lowest to the highest Financial Bids for supply from different renewable energy sources, irrespective of the source of generation, shall be ranked together.
- 3.5.3 The Bidder with the lowest Levelized Tariff shall be declared as the Successful Bidder for the quantum of power (in MW) offered by such Bidder in its Financial Bid.
- 3.5.4 The selection process of the Successful Bidder as mentioned above in Clause 3.5.3 shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Energy is met.

- 3.5.5 At any step in the process in Clause 3.5.4, in case the Requisitioned Energy has not been achieved and the offered energy of the Bidder with the lowest Levelized Tariff amongst the remaining Financial Bids is larger than the balance Requisitioned Energy, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Energy. However, the Bidders shall be given an option to exit without his Bid Bond being encashed in case the balance quantum is 20% lower than quantum for which the Bid has been submitted.
- 3.5.6 Void
- 3.5.7 At any step during the selection of Successful Bidder(s) in accordance with Clauses 3.5.2 to 3.5.5, the Procurer reserves the right to increase / decrease the Requisitioned Energy by up to twenty percent (20%) of the quantum indicated in Clause 1.3.1 to achieve the balance Requisitioned Energy and select the Successful Bidder with the lowest Levelized Tariff amongst the remaining Bids. Any increase / decrease in the Requisitioned Energy exceeding twenty percent (20%) of the energy in Clause 1.3.1, can be made only with the approval of the Appropriate Commission.
- 3.5.8 The Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.5.
- 3.5.9 There shall be no negotiation on the Quoted Tariff between the Procurer and the Bidder(s) during the process of evaluation.
- 3.5.10 Each Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the Procurer within seven (7) days of issue of LOI.
- 3.5.11 If the Successful Bidder, to whom the Letter of Intent has been issued does not fulfill any of the conditions specified in Clauses 2.2.8 and 2.2.9, the Procurer reserves the right to annul the award of the Letter of Intent of such Successful Bidder. Further, in such a case, the provisions of Clause 2.5 (b) shall apply.
- 3.5.12 The Procurer, in its own discretion, has the right to reject all Bids if the Quoted Tariff are not aligned to the prevailing market prices.

# SECTION - 4

## FORMATS FOR BID SUBMISSION

## **SECTION – 4**

### **4. FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 2.1 of Section 2 and other Bid submission requirements specified in the RFP.

- i. Format of Covering Letter (Format 4.1)
- ii. Formats for Power of Attorney (Format 4.2)
- iii. Format for the Consortium Agreement (Format 4.3), if applicable
- iv. Format for Qualification Requirement (Format 4.4)
- v. Format for Board Resolutions (Format 4.5)
- vi. Format for Bid Bond (Format 4.6)
- vii. Format for Financial Bid (Format 4.7)
- viii. Format for Disclosure (Format 4.8)

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

*[The Procurer is authorized to modify any of these formats before the Bid Deadline to facilitate seeking relevant project specific details for assessing Qualification Requirements specified in the RFP or for any other reasons. Such modification shall not be construed as a change in Standard Bid Documents]*



#### 4.1 Format of Covering Letter

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

Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Tel :

Fax :

E-mail address#

To

*Director - Project  
Address: New Delhi Municipal Council,  
Palika Kendra, Room No 7008, 7<sup>th</sup> Floor,  
Parliament Street, New Delhi -110001*

.....

Sub: **Bid for supply of power on Long term basis through tariff based competitive bidding process under Case 1-RE bidding procedure in response to RFP dated ..... [Insert date in dd/mm/yyyy].**

Dear Sir,

We, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the RFP and RFP Documents for supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of the Procurer hereby submit our Bid comprising of Financial Bid and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid from the same generating source/project other than this Bid directly or indirectly in response to the aforesaid RFP.

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

#### 2. Bid Bond

We have enclosed a Bid Bond of Rs. .... (Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated ..... [Insert date of bank guarantee] as per Format 4.6 from ..... (Insert name of bank providing Bid Bond) and valid up to.....in terms of Clause 2.12 of this RFP. The offered quantum of power by us is ..... MW (Insert total capacity offered) corresponding to

\_\_\_\_\_MUs.

(Details of Bid bond to be given separately in case the Bidder is offering capacity from more than one generation source)

3. We have submitted our Financial Bid strictly as per Format 4.7 of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

**4. Acceptance**

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

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

**5. Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.6 of RFP have been fully examined and considered while submitting the Bid.

**6. Contact Person**

Details of the contact person are furnished as under:

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

7. We are enclosing herewith the Non Financial Bid (Envelope I) and Financial Bid (Envelope II) containing duly signed formats, each one duly closed separately, in one (1) original + t w o (2) copies (applicable for Non Financial Bid) (duly attested) as desired by you in the RFP for your consideration.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Procurer.
9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

*(Insert in case the Bidder is not a Trading Licensee)* “We undertake that we shall not

submit any bid, on the basis of the same generation source/project and quantum of power from such generation source/project as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier, subject to a maximum of period of two hundred and ten (210) days from the Bid Deadline.”

*(Insert in case the Bidder is a Trading Licensee)* “We undertake that we shall not submit any bid, on the basis of power purchase agreement submitted along with our Bid for the same quantum of power and generation source/project specified therein, for any other bid process till the selection of the Successful Bidder(s) and issue of LOI, or till the termination of the process, whichever is earlier, subject to a maximum of period of two hundred and ten (210)days from the Bid Deadline.

10. (Insert in case of incorporation of Project Company by the Bidding Company/Bidding Consortium) We undertake that if we are selected as the Successful Bidder we shall transfer all Consents, Clearances and Permits in the name of the Project Company within the period specified in the RFP Documents, if such Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company prior to the submission of our Bid.

11. We confirm that our Bid meets the following conditions:

a) The Scheduled Delivery Date is not later than the date specified in the RFP, subject to the provisions of the PPA.

b) The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.

Generation Source & Technology	Offered Energy in MUs, CUF and corresponding capacity in MW 2016-18			
	Energy	CUF/ PLF (%)	Capacity	Technology
1	..... MUs		.....MW	
2	..... MUs		.....MW	
...				
Total of all Generation Sources	..... MUs		.....MW	

12. We confirm that the Financial Bid(s) conform(s) to all the conditions in the RFP including:

- a) Financial Bid(s) is/are in the prescribed Format 4.7, and is submitted duly signed by the authorized signatory
- b) Financial Bid(s) is/are unconditional

13. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of two hundred and ten(210) days from the Bid Deadline.

14. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 2.4.1, of this RFP.

15. We have neither made any statement nor provided any information in this Bid, which to

the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply

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

Thanking you,  
We remain,

Yours faithfully,

**(Signature, Name and Designation of Person Authorized by the board as per Clause 2.4.1.1 (A) iv (a))**

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

**POWER OF ATTORNEY**

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ....., .....and M/s ..... having its registered office at ....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium) (hereinafter called the “Consortium”) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at

.....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RFP (in the event selected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts

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

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

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

IN WITNESS WHEREOF M/s ....., as the Member of the Consortium have executed these presents on this..... day of ....., 20.....under the Common Seal of our company.

For and on behalf of Consortium Member  
M/s.....

-----  
(Signature, Name and Designation of Person  
Authorized by the board as per Clause 2.4.1.1 (A) iv (b))

(Name  
Designation  
Place: Date:)

Accepted

-----

(Signature, Name, Designation and Address of the person  
authorised by the board of the Lead Member as per Clause 2.4.1.1 (A) iv (a))

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----.

### 4.3 Format for the Consortium Agreement

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

FORM OF CONSORTIUM AGREEMENT BETWEEN M/S.....,  
M/S.....,  
M/S..... AND M/S..... FOR (.....) AS PER CLAUSE  
2.2.4

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

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

**WHEREAS** New Delhi Municipal Council “Procurer” desired to procure power on long term basis through tariff based competitive bidding process.

**WHEREAS**, the *Procurer* had invited Bids, vide RFP dated .... [*Insert date*] issued to..... [*Insert the name of purchaser of RFP*]

**AND WHEREAS** Clause 2.2.4 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Contract Performance Guarantee as required as per the provisions of the RFP, as specified herein.

**NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:**

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

1. In consideration of the selection of the Consortium as the Successful Bidder by the Procurer, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of ..... (the names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. (Insert as applicable) The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RFP, within Five (5) days of issue of LOI provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

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

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

Name	Percentage of equity holding in the Project Company
Party 1	....
....	....
Party n	....
Total	100%

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

[If the Bidder is offering capacity from different generating sources, the above table has to be filled in separately for each generation source or project.]



5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity obligation.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the Bid Bond, as stipulated in the RFP, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Contract Performance Guarantee on behalf of the Seller in favor of the Procurer, as stipulated in the RFP and PPA. The Lead Member shall be responsible for ensuring the submission of the CPG on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Procurer.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.
13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RFP Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Procurer.

This Consortium Agreement

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

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

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

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

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

.....  
 Name: .....  
 Designation: .....

**Witness<sup>2</sup>:**

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

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

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

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

.....  
 (Signature)

.....  
 (Signature of authorized  
 representative)

Name:  
Designation:

Name:  
Designation:  
Place:  
Date:

**WITNESS**

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

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

Attested:

.....(Signature)  
(Notary Public)

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

**4.4 FORMAT FOR QUALIFICATION REQUIREMENT -  
A. NETWORTH**

[on the letter head]

To,

*Director - Project  
Address: New Delhi Municipal Council,  
Palika Kendra, Room No 7008, 7<sup>th</sup> Floor,  
Parliament Street, New Delhi -110001*

Dear Sir,

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

We submit our Bid / Bids for the total capacity of ..... MW (corresponding to ..... MU of energy at CUF/PLF of ..... % [Insert total offered capacity in MW; for Bids from multiple generation source, mention sum total of offered capacity across all offers] for which we submit details of our Qualification Requirements.

Generation Source & Technology	Offered Energy in MUs, CUF and corresponding capacity in MW			
	2016-18			
	Energy	CUF/ PLF (%)	Capacity	Technolog
1	..... MUs		.....MW	

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

We certify that the Bidding Company/Member in a Bidding Consortium had a minimum Networth of Rs.---- crore (Rupees ----- Crore) or equivalent US\$ based on unconsolidated audited annual accounts of any of the last three (3) financial years ---- [indicate last three financial years] [Strike out the financial years not applicable]. This Networth has been calculated in accordance with instructions provided in clause 2.1.2.1 of the RfP.

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

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

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

# In case a Bidder offers capacity from more than one generation source or project, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

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

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

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

Generation Source : -----

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

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

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

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

\*\* Networth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of more than one Financial Bid submitted by the Bidding Consortium, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.

[If a Bidder is offering capacity from different generating sources or projects, the above table has to be filled in separately for each such generation source or project.]

**Yours faithfully**

**(Signature & Name of the person  
the Board)**

**(Signature and Stamp of Authorized by  
Chartered Accountant)**

**Date:**

**Note:**

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

**B. FORMAT FOR QUALIFICATION REQUIREMENT (AS PER CLAUSE 2.1.2.2 & 2.1.2.3)**

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

**To,**

*Director - Project  
Address: New Delhi Municipal Council,  
Palika Kendra, Room No 7008, 7<sup>th</sup> Floor,  
Parliament Street, New Delhi -110001*

**Dear Sir,**

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

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.1.2.2. We hereby confirm and represent that the Developer of the station/project has requirement experience and obtained the Clearances and Permits, and the following documents/details in support of the Developer meeting the Qualification Requirements present in Clause 2.1.2.2 & 2.1.2.3.

- 1 Commissioning Certificate for 70MW of grid connected projects in the project state commissioned 6 months prior to bid date
- 2 MNRE SP1A certificate
- 3 ISO Certificate as mentioned in Clause 2.1.2.2
- 4 **Land** (Requirement of land would be considered as indicated in the proposal filed with the competent authority for according No Objection Certificate (NOC) for the Project):

We declare that the requisite documentary evidence towards possession of land will be produced by us for the availability of land at the time of signing PPA.

In case the bidder doesn't possess land, a recommendation letter by competent revenue/registration authority or Govt. Nodal Agency will also be acceptable. But final proof of land acquisition should be submitted at the time of financial closure.

- 5 **Environmental Clearance (if applicable):** Enclose copy of the requisite proposal submitted for obtaining NOC to the concerned administrative authority responsible for according final approval, duly attested by the authorized signatory.
- 6 **Forest Clearance:** (if applicable for the land of power station) Enclose copy of the requisite proposal submitted for the forest clearance, to the concerned administrative authority responsible for according final approval in the central / state govt., as the case may be, duly attested by the authorized signatory.

- 7 **Technology (For Solar PV):** The detail of the technology used/to be used is enclosed.
- 8 In case of existing power station: Documentary evidence regarding commissioning of the power station and available surplus capacity equivalent to the capacity offered in our Bid

**Yours faithfully**

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

**Date:**



## 4.5 Format for Board Resolution

### (Format for the Board resolution to be passed)

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for "Procurement of [--] MUs on long term, from Renewable Energy Sources ((including Solar, Wind, Biomass, SHP, Waste to Energy and such other sources as recognized or approved by the Ministry of New & Renewable Energy (MNRE)) by the Procurer" in the country of India, including signing and submission of all documents and providing information / Bid to New Delhi Municipal Council, representing us in all matters before New Delhi Municipal Council, and generally dealing with New Delhi Municipal Council in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

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

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

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

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

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the RFP. (To be passed by the Lead Member of the Bidding Consortium)

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. .... (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for "Procurement of [--] MUs on long term from Renewable Energy Sources ((including Solar, Wind, Biomass, SHP, Waste to Energy and such other sources as recognized or approved by the Ministry of New & Renewable Energy (MNRE)) by the Procurer" and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Contract Performance Guarantee required to be submitted as per Clause 2.13 of the RFP and confirm that in the event of failure by M/s.....(Insert Name of Bidding Company/ Consortium Member(s)) to submit the Contract Performance Guarantee, we shall submit the Contract Performance Guarantee. **(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)**

Certified true copy

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

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/Director.
- 2) Memorandum and Articles of Association of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.
- 3) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

- 4) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

#### 4.6 Format for Bid Bond

##### FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

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

In consideration of the ..... (Insert name of the Bidder) submitting the Bid *inter alia* for supply of power on *long* term basis through tariff based competitive bidding process for meeting the requirements of Procurer in response to the RFP dated .....[*Insert date of RFP*] issued by New Delhi Municipal Council, (hereinafter referred to as Procurer/ Authorized Representative) and such Procurer agreeing to consider the Bid of ..... [*Insert the name of the Bidder*] as per the terms of the RFP, the ..... (Insert name and address of the bank issuing the Bid Bond, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer/Authorized Representative or its authorized representative at New Delhi [forthwith on demand in writing from the Procurer or any representative authorized by it in this behalf an amount not exceeding Rupees ..... (Rs.....) only [Insert amount not less than as calculated as per Clause 2.12 of RFP], on behalf of M/s. ....[*Insert name of the Bidder*].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ..... (Insert date of validity of Bid Bond in accordance with Clause 2.12 of this RFP) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees ..... (Rs... ..) only. Our Guarantee shall remain in force until ..... [Inser Date of validity of Bid Bond in accordance with Clause 2.12 of this RFP] Procurer or its authorized representative shall be entitled to invoke this Guarantee until ..... [Insert Date, which is 30 days after the date in the preceding sentence].

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

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

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

The Guarantor Bank represents that this BANK GUARANTEE has been established in such

form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

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

The Guarantor Bank hereby agrees and acknowledges that New Delhi Municipal Council shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs ..... (Rs..... only) and it shall remain in force until ..... [Date to be inserted on the basis of Clause 2.12 of RFP], with an additional claim period of Five (5) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if Procurer" as applicable or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ....., 20..... at .....

Signature

Designation with Bank Stamp

Attorney as per power of attorney No. ....

For:

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

**Banker's Stamp and Full Address:**

Dated this ..... day of ..... 20.....

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

**4.7 Format for Financial Bid  
(Format A)**

Description	Details
Energy offered (MUs) in figures	
Energy offered (MUs) in words	
Total Capacity offered* (MW) in figures	
Total Capacity offered* (MW) in words	
CUF/PLF	
Date by which bidders can commit to supply**	
Name of the Interconnection Point	
Name of the Injection Point	
Whether the STU system be used to transmit power between the Interconnection Point and the Injection Point?: (Insert “Yes” or “No”)	
Specify STU Transmission Charges	
% Transmission loss in STU system*** ..... (To be inserted by the Bidder only if STU system is involved at Bidder’s end)	
Whether the DISCOM/SEB system be used to transmit power between the Interconnection Point and the Injection Point?: (Insert “Yes” or “No”)	
Specify DISCOM/SEB Transmission Charges.....(To be inserted by the Bidder only if DISCOM/SEB system is involved at Bidder’s end)	
% Transmission loss in DISCOM/SEB system ..... (To be inserted by the Bidder only if DISCOM/SEB system is involved at Bidder’s end)	

\* The Procurer can contract the total capacity of power offered by the Bidder as per clause 3.5.5.

\*\* Not later than Final Delivery Date

The Bidders shall submit relevant document issued by State/ Central Regulatory Commissions in favor of the charges and losses mentioned above for scrutiny of the Procurers.

**Format B**

<b>Contract Year</b>	<b>Commencement Date of Contract Year</b>	<b>End Date of Contract Year</b>	<b>Quoted Tariff</b>
			(Rs./kWh)
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1	1 <sup>st</sup> April 2016	31st March 2017	
2	1 <sup>st</sup> April 2017	31st March 2018	
3	1 <sup>st</sup> April 2018	31st March 2019	
4	1 <sup>st</sup> April 2019	31st March 2020	
5	1 <sup>st</sup> April 2020	31st March 2021	
6	1 <sup>st</sup> April 2021	31st March 2022	
7	1 <sup>st</sup> April 2022	31st March 2023	
8	1 <sup>st</sup> April 2023	31st March 2024	
9	1 <sup>st</sup> April 2024	31st March 2025	
10	1 <sup>st</sup> April 2025	31st March 2026	
11	1 <sup>st</sup> April 2026	31st March 2027	
12	1 <sup>st</sup> April 2027	31st March 2028	
13	1 <sup>st</sup> April 2028	31st March 2029	
14	1 <sup>st</sup> April 2029	31st March 2030	
15	1 <sup>st</sup> April 2030	31st March 2031	
16	1 <sup>st</sup> April 2031	31st March 2032	
17	1 <sup>st</sup> April 2032	31st March 2033	
18	1 <sup>st</sup> April 2033	31st March 2034	
19	1 <sup>st</sup> April 2034	31st March 2035	
20	1 <sup>st</sup> April 2035	31st March 2036	
21	1 <sup>st</sup> April 2036	31st March 2037	
22	1 <sup>st</sup> April 2037	31st March 2038	
23	1 <sup>st</sup> April 2038	31st March 2039	
24	1 <sup>st</sup> April 2039	31st March 2040	
25	1 <sup>st</sup> April 2040	31st March 2041	

#### **4.8 Format for Disclosure**

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

##### **Disclosure**

**To:**

*Director - Project  
Address: New Delhi Municipal Council,  
Palika Kendra, Room No 7008, 7<sup>th</sup> Floor,  
Parliament Street, New Delhi -110001*

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

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

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

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



# **SECTION - 5**

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

## **SECTION 5**

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

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

- i. List of Procurers (Format 5.1)
- ii. Procurer information (Format 5.2)
- iii. RFP Documents (Format 5.3)
- iv. Format for clarifications/ amendments on the RFP/RFP Documents (Format 5.4)
- v. Format for Contract Performance Guarantee (Format 5.5)
- vi. List of Banks (Format 5.6)
- vii. Illustration for Bid evaluation and computation of Levelized Tariff (Format 5.7)
- viii. Transmission charges matrix (Format 5.8)
- ix. Transmission loss matrix (Format 5.9)
- x. Illustration of Affiliates (Format 5.10)

## **5.1 INTENTIONALLY LEFT BLANK**

## 5.2 Procurer Information

1) Aggregate Technical and Commercial Losses for last three years as available

Year	Aggregate Technical and Commercial Losses
2012-13	10.64%
2011-12	11.49%
2010-11	13.75%

### 5.3 Formats for RFP Documents

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ENCLOSURE 1:- Power Purchase Agreement (PPA)

**5.4\_ Format for Clarifications/ Amendments on the RFP/RFP Documents**

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

**This format shall be used for submission of request for clarifications/amendments on the draft RFP Documents as per the provisions of Clause 2.2.6.1 of this RFP.**

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

## 5.5 Format for Contract Performance Guarantee

### Format A (Bank Guarantee)

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

In consideration of the .....[Insert name of the Successful Bidder with address] agreeing to undertake the obligations under the PPA and the other RFP Documents and New Delhi Municipal Council (herein after referred to as Procurer), agreeing to execute the RFP Documents with the Successful Bidder for procurement of power on long term basis through tariff based competitive bidding process for meeting the requirements of the Procurer, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer at

***New Delhi Municipal Council,  
Palika Kendra, Room No 7008, 7<sup>th</sup> Floor,  
Parliament Street, New Delhi -110001***

forthwith on demand in writing from the Procurer *or* any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... only [Insert the amount of the bank guarantee computed on the basis of Five (5) lakhs/MW with respect to the Contracted Capacity of the Procurer as per the terms of PPA on behalf of M/s.

..... [Insert name of the Successful Bidder].

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

Our liability under this Guarantee is restricted to Rs. .... (Rs. .... only). Our Guarantee shall remain in force until ..... [Insert the date of validity of the Guarantee as per Clause 2.13 of the RFP]. The Procurer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, ..... [Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

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

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

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

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

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. .... crores (Rs. .... crores only) and it shall remain in force until .....[Date to be inserted on the basis of Article .....of PPA], with an additional claim period of Five (5) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ..... [Insert name of the Successful Bidder/Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand.

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

**Signature**

Name:

Designation with Bank Stamp

Attorney as per power of attorney No. ....

-

For:

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

Banker's Stamp and Full Address:

Dated this ..... day of ..... 20.....

**Notes:**

- i. The Stamp Paper should be in the name of the Executing Bank. This date shall be



## **Format B (Corporate Guarantee) (optional)**

### **Corporate Guarantee**

This Corporate Guarantee has been executed at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2014

By

\_\_\_\_\_ [Insert the name of the guarantor on behalf of the Successful Bidder] a company incorporated under the Companies Act, 1956 having its Registered Office at \_\_\_\_\_ acting through \_\_\_\_\_ (hereinafter referred to as Guarantor which expression shall unless repugnant to the context in which the same shall be used mean and include its successors in interest and permitted assigns)

#### **In favour of:**

**New Delhi Municipal Council**, having Office at *Palika Kendra, Parliament Street, New Delhi - 110001* acting through \_\_\_\_\_ (hereinafter referred to as Beneficiary which expression shall unless repugnant to the context in which the same shall be used mean and include its successors in interest and permitted assigns )

That both Guarantor and Beneficiary have been hereinafter referred to as **Party** when taken individually and as **Parties** when taken in conjunction with each other.

#### **Recitals:**

Whereas NDMC had on \_\_\_\_\_ floated a tender inviting bids for procurement of Renewable Power for Long Term to meet its RPO obligation

And whereas \_\_\_\_\_ has submitted its bid in response to the above stated tender vide \_\_\_\_\_

And whereas the bid of \_\_\_\_\_ has been selected by NDMC as the successful bidder

And whereas as per the terms of the said tender vide clause \_\_\_\_\_ the successful bidder is required to submit a corporate guarantee in favor of NDMC for safeguarding interest of NDMC.

And whereas it has been expressly agreed by the Parties that this guarantee is being executed and furnished by the Guarantor in favour of beneficiary in addition to bank guarantee furnished by \_\_\_\_\_ to cover 50% of Contract Performance Guarantee.

#### **In the mutually agreed representations, promises and Commitments thereof this Guarantee witnesseth as follows:**

1. That this Guarantee shall be valid initially for 03 months after the COD of station as a whole with an additional claim period of thirty (30 days) thereafter.
2. However, the same shall run commensurate with the term/tenure of this agreement and shall be subject to any extension thereof, as may be mutually agreed between parties.
3. That any amount up to and not exceeding Rupees.....only [Insert the 50% of the amount of the guarantee computed on the basis of Five (5) lakhs/MW with respect to the Contracted Capacity of the procurer as per Clause 2.13.1 and 2.13.2] so claimed by the Beneficiary as per this agreement, shall be payable on mere demand and need not be supported by any actual determination thereof. That the decision as to whether there has been an instance warranting the invocation of this guarantee shall be at the sole discretion of Beneficiary and

it shall not be open to the Guarantor or \_\_\_\_\_ to question the same or insist on exhaustion of the other remedy(ies) / security(ies) first which may be available to Beneficiary against the Guarantor .

4. This guarantee has been issued unconditionally and unequivocally. Further this Guarantee shall be irrevocable till the time the agreement between \_\_\_\_\_ and NDMC is in force.
5. This guarantee shall cover and provide for the claims raised if any by Beneficiary during the period until expiry of the agreement between NDMC and \_\_\_\_\_ and further till \_ months therefrom.
6. In the event any claim being sought by beneficiary as per this agreement, the beneficiary shall raise a written demand for the amount claimed upon the Guarantor, to be payable unconditionally within 10 days of receipt of such demand. Guarantor shall, upon receipt of such demand notice from beneficiary for the claim as specified in the aforesaid Clause 5, undertakes to discharge the same without any demur, protest That this Guarantee shall not be affected by the change in constitution /Management of the Guarantor or the Beneficiary.
7. The beneficiary shall be under no obligation to proceed against \_\_\_\_\_ first before proceeding against the Guarantor and /or invoke this guarantee.
8. That this Guarantee shall subsist and remain valid for the term as specified above, notwithstanding the same has been invoked on one or more occasion(s) by the Beneficiary at any time during the term of this Guarantee.
9. The guarantor shall keep recouping this guarantee till the expiry of the agreed term on each such occasion as and when required.
10. That any variation to the terms of this Guarantee shall not be effective unless mutually agreed reduced to writing and duly signed by both the Parties.
11. That it has been assured by the Guarantor and the Executant herein that it has legal sanction and competency to execute this Guarantee and that the same is not in abrogation of any law or management decision governing the Guarantor.
12. This guarantee will constitute a separate and independent obligation on the part of Guarantor and shall continue in full force and effect so long as the Guarantor's liability under the guarantee to Beneficiary continues.

Executed by	Accepted by
For -----[Insert the name of Successful Bidder with address]	For New Delhi Municipal Council
Signatures	Signatures
Name	Name
Designation	Designation
Guarantor	Beneficiary

In the presence of:

Witness	Witness
Signatures	Signatures
Name	Name
Address	Address

## **5.6 List of Banks**

### **Scheduled Commercial Banks**

#### **SBI and Associates**

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

#### **Nationalised Banks**

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

## **2. Foreign Banks**

- 1 BNP Paribas
- 2 Citi Bank N.A.
- 3 Deutsche Bank A.G.
- 4 The Hongkong and Shanghai Banking Corporation Ltd.
- 5 Standard Chartered Bank
- 6 ABN Amro Bank N.V.
- 7 UFJ Bank Ltd.
- 8 Sumitomo Mitsui Banking Corporation
- 9 Societe Generale
- 10 Barclays Bank
- 11 Bank of Novascotia

## **3. Scheduled Private Banks**

- 12 ING Vysya Bank Ltd.
- 13 ICICI Bank Ltd.
- 14 HDFC Bank Ltd.
- 15 IDBI Bank Ltd
- 16 Axis Bank
- 17 Kotak Mahindra Bank
- 18 IndusInd Bank
- 19 YES BANK

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

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## **5.7. Illustration for Bid Evaluation and Computation of Levelized Tariff**

Please refer Excel Sheet for Bid Evaluation

## **5.8 Transmission Charges Matrix**

[As notified by CERC]

## 5.9 Transmission Loss Matrix

[As notified by CERC]



### 5.10 Format for illustration of Affiliates

