Karnataka Power Corporation Limited (KPCL)

(Regd. Office: Bengaluru)
Website: - www.kpcl.gov.in

Tariff based competitive bidding for Development, Operation And Maintenance of 1000 MW (AC) Ground Mounted Solar integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS) in the State of Karnataka with e-Reverse auction

ISSUED BY:

Karnataka Power Corporation Limited (KPCL)

ON

06 November 2026

KARNATAKA POWER CORPORATION LIMITED
(A Government of Karnataka Enterprise)

Corporate Identity Number: U85110KA1970SGC001919

ABSTRACT BID NOTIFICATION
(TWO COVER SYSTEM)

Tel.: +91-944-959–6598
Website: www.kpcl.gov.in
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SECTION-1

NOTICE INVITING TENDER (NIT)

"Tariff based competitive bidding for Development, Operation And Maintenance Of 1000 MW (AC) Ground Mounted Solar PV projects integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS) in State of Karnataka with e-Reverse auction".

Karnataka Power Corporation Limited (KPCL) invites interested parties to participate in this Request for Proposal (this **"RFP or the "Tender Document" or the "Tender")** for tariff based competitive bidding and selection process for Development, Operation And Maintenance Of **1000 MW (AC)** Ground Mounted Solar PV projects integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS) in the State of Karnataka (the **"Projects"**) with e-Reverse auction.

KPCL Power Corporation Limited has decided to select entity (ies) for development of 1000 MW (AC) Ground Mounted Solar PV projects integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS) under tariff based competitive bidding process as per the Guidelines.

For further information, bidders may download the Tender Documents from https://bharat-electronictender.com/ (For view, down load and on-line submission) and KPCL website https://kpcl.karnataka.gov.in (For view & download only.) EMD of INR 70000 per MW * solar in MW + 450000 per MWh * BESS in MWh shall be paid along with submission of Bid and Tender Documents. All the relevant documents of Tender shall also be submitted physically by **Registered Post A.D. or Speed Post or by Hand Delivery** addressed to: **Chief Engineer - Thermal Designs, Karnataka Power Corporation Ltd., No.3, 2nd Floor, Green Building, Drug Controller Department Premises, Palace Road, Bengaluru - 560 001** , superscribing the envelope with Tender No. and Description. "NO COURIER SERVICE" shall be considered for submission of Tender.

TABLE A: IMPORTANT DATES

Sr.	Event		Date (and Time)
i.	Date of Publishing of ABN and BBN in https://bharat-electronictender.com https://kpcl.karnataka.gov.in	:	06.11.2026 (T0)
ii.	Last date and time for receipt of questions/ queries/ clarifications	:	13.11.2026 (T0+7 days)
iii.	Date and Time of Pre-bid Meeting /Briefing Meeting	:	16.11.2026 (T0+10 days)
iv.	Uploading replies to queries	:	19.11.2026 (T0+13 days)
v.	Last date and time for submission of technical bid Cover-I along with EMD and Price Bid Cover – II through e-portal **(Bid Due Date)**	:	23 Nov 2026 @ 17:00 hrs
vi.	Bid Validity	:	Offers shall be valid for a period of One Hundred and Twenty (120) days from bid submission due date.
vii.	Date of opening of EMD Cover, Technical Bid Physical as well as Online opening	:	24 Nov 2026 @ 11:00 hrs
viii.	a) Opening of Financial Bid b) e-Reverse Auction starts from	:	a) Will be decided by KPCL and will be intimated to Qualified Bidders. b) Will be informed by KPCL to all qualified Bidders
ix.	Target date for Commissioning of Project	:	24 months from Effective Date
x.	EMD Validity	:	Twelve (12) months from bid submission due date

xi.	Queries regarding Pre- Bid meeting		Any queries regarding pre-bid meeting may be forwarded to KPCL at least three days prior to the Pre-Bid meeting.
xii.	CONTACT DETAILS OF ISN-ETS Portal	:	**M/s. Isn Electronic Tender service Pvt. Ltd.** Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
xiii.	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF QUERIES & RESPONSE TO RFP)	:	**Chief Engineer (Thermal Designs)** Karnataka Power Corporation Limited Head Office, No-3, 2nd Floor, Green Building Drug control Office Premises, Palace Road, Bengaluru, Karnataka - 560001 Email: kpclcetd@gmail.com

Note: The abovementioned dates are subject to amendment, in which case the amendments shall be publically intimated.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RFP document through the website *https://www.bharat-electronictender.com* and https://kpcl.karnataka.gov.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated and the details will be available only from *https://www.bharat-electronictender.com* and https://kpcl.karnataka.gov.in.

TABLE B: IMPORTANT AMOUNTS

Sr.	Head		Amount (and Validity)
i.	**Earnest Money Deposit (EMD) in the form of Bank Guarantee/Insurance Surety Bond (Refundable/adjustable)**	:	**EMD Amount = Rs [7,00,000*S + 4,50,000*E]** Where, S = Proposed Solar PV Capacity (AC) as quoted by the Bidder (in MW) and E = Co-located BESS Capacity (2 hr) (in MWh) (With a validity as per Clause No. x of Table A (Important Dates) above.
ii.	**Performance Bank Guarantee (PBG)/Insurance Surety Bond**	:	**PBG Amount = Rs [17,50,000*S + 11,25,000*E]** Where, S = Proposed Solar PV Capacity (AC) as quoted by the Bidder (in MW) and E = Co-located BESS Capacity (2 hr) (in MWh) The Selected Bidder shall furnish Performance Bank Guarantee (PBG)/Insurance Surety Bond equivalent to the following within thirty (30) days after issuance of LOI. The validity period of PBG/Insurance Surety Bond should be for a total period up to (& including) the date as on twelve (12) months after the SCSD/extended SCSD of the Project.

IMPORTANT NOTE TO BIDDERS:

Timely submission of offer to KPCL: In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of EMD in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted by **RPAD / speed post/ in person in sealed cover** only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. **Please note that Financial Bid is not to be submitted in physical form**.

Location Condition: Anywhere in Karnataka; minimum 50 MW (AC) Solar PV + co-located 50 MW/100 MWh BESS per location. Selection shall follow online two-cover bidding and e-Reverse Auction through ***https://www.bharat-electronictender.com***, subject to approved portal configuration.

No Tender shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and KPCL does not assume any responsibility for late receipt of the Tender.

1. Interested Bidders have to necessarily register themselves on the portal ***https://www.bharat-electronictender.com***) ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, Gurugram, to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the RFP.
2. For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. KPCL, in no case, shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the RFP.
3. All interested parties are requested to understand this Tender in detail in order to comply with KPCL's requirements including but not limited to the fees and deadlines, selection

criteria, selection methodology, scope of work, and minimum technical standards. They shall strictly abide by all terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading KPCL to be considered for participation in this Project.

4. It is **mandatory** for all the Bidders to submit their Financial Bid ONLINE only via e-tendering portal.

5. **Technical Bid (Techno-commercial Bid)** to be submitted both in physical as well as soft copy (online). It is **mandatory** for all the bidders to submit their Technical Bid (Techno-commercial Bid) documents in both forms i.e. online (***https://www.bharat-electronictender.com***) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial Bid) in 1 original plus 2 copies) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial bid).

   Technical Bid (Techno-commercial Bid) envelope shall be superscribed as: **"KPCL/ Ground Mounted Solar/ 2026/ 1000 MW (AC) Ground Mounted Solar PV + 2000 MWh BESS /1.1: Technical Bid for Development, Operation and Maintenance of 1000 MW (AC) Ground Mounted Solar PV projects integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS) in State of Karnataka**".

6. All the envelopes shall be addressed to: Chief Engineer – Thermal Designs, Karnataka Power Corporation Limited, Head Office, No-3, 2nd Floor, Green Building Drug control Office Premises, Palace Road, Bengaluru, Karnataka. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.
7. Bidder(s) have to pay total EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee/Insurance Surety Bond in favour of "Karnataka Power Corporation Limited" payable at Bengaluru. The envelope for EMD should be superscribed as "EMD". Cheques are not acceptable.
8. It is mandatory for all Bidders to submit their Financial Bid only through on-line (e-tendering) mode. Financial Bids submitted in physical form shall not be considered for its opening and only on-line submitted Financial Bid will be considered for evaluation. Bidders to note that Financial Bid of only those Bidders shall be opened (On-line-tendering) who are found technically qualified and are found reasonably responsive to KPCL's Tender terms and conditions and scope of work.

9. Any technical/commercial query pertaining to this Tender should be referred to:

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor, Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka - 560001
Email: kpclcetd@gmail.com

10. Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India .

11. **Tender Documents (PDF Format) can be downloaded from ISN-ETS Portal web site *https://www.bharat-electronictender.com* *or* https://kpcl.karnataka.gov.in/.** The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

12. KPCL reserves the right to accept/reject any or all Tenders without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Financial Bid to know the latest status.

Yours faithfully,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor, Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka - 560001

--- End of Section ---

Disclaimer

A. The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), in documentary or in any other form, by or on behalf of KPCL, any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

B. This RFP is not an agreement and is neither an offer nor invitation by KPCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by KPCL or their advisors or employees or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for KPCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

C. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

D. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KPCL would not have any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

E. KPCL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with prequalification of Bidders for participation in the Bidding process.

F. KPCL also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. KPCL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

G. The issuance of this RFP does not imply that KPCL is bound to select and short-list prequalified Bids for Bid Stage (the "Bid Stage") or to appoint the Selected Bidder, as the case may be, for the Project[s] and KPCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.

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

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1 Definition& Interpretation

1.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- **"ACI"** means Available Capital Investment which in case of an AIF (Alternate Investment Fund), shall mean minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) subject to the maximum permissible investment limit for an AIF as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time;

- and

- In case of an FIF (Foreign Investment Fund), shall mean minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) subject to the limits of investment in a single investee entity as prescribed by the securities market regulator or the banking regulator of the relevant jurisdiction of FIF**.**

- **"ACT"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

- **"Adjudicator"** means the person, who shall be an engineer or a firm of engineers who is appointed by KPCL to act as the adjudicator to make a decision on or to settle any dispute or difference between KPCL and the Selected Bidder referred to it or her by the parties pursuant to RFP (Adjudicator) hereof.

- **"Affiliate"** shall mean a company that, directly or indirectly,

- i. controls, or

- ii. is controlled by, or

- iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.

- **"Applicable Law"** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.

"Appropriate Commission" shall mean Karnataka Electricity Regulatory Commission or "KERC"

- **"BESS"** shall mean Battery Energy Storage System system(s) installed in addition to the Solar power capacity as part of the Project, that can capture energy produced at one time for use at a later time.

- **"Bid**" or **"Proposal"** shall mean the bid submitted by the Bidder in response to this RFP/Tender Document No. KPCL/CETD/SOLAR+BESS/0391 issued by KPCL.

- **"Bid Capacity"** shall mean the cumulative proposed project capacity including proposed Solar PV capacity (AC) and co-located BESS (2 hr) capacity (AC) as quoted by the Bidder in its Bid. Provided that the proposed Solar PV capacity and co-located BESS (2 hr) capacity proposed by the Bidder shall be equivalent to the rated installed (AC) capacity.

  Note: Minimum capacity that can be offered by a Bidder at a location is 50 MW Solar PV with co-located 100MWh BESS.

- "**Bidder"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

- **"Bidding Consortium"** or **"Consortium"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RFP under a Consortium Agreement;

- **"Capacity Utilization Factor or CUF"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time

- For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%.

- It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA

- **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. For Bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

- **"Commercial Operation Date" (COD)** means the date on which the Project is successfully commissioned and declared ready for commercial operation, as certified by KPCL and/or any agency designated by KPCL for this purpose.

- "**Commissioning"** means the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary statutory approvals, initial tests, checks and adjustments for a period of at least 3 days to the satisfaction of KPCL and necessary certificates are issued by the all concerned/ nodal agencies appointed by appropriate authority/Government.

- **"Company"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

"Completion Certificate" shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.

"Conflict of Interest" shall have the same meaning as ascribed hereto in Clause 4.2.1 (xiii).

- **"Contract" or "Contract Agreement"** means the PPA signed between KPCL and the Selected Bidder/Project SPV.

- **"Contracted Capacity"** shall mean the AC capacity in MW (for Solar) and AC capacity in MW /MWh (for BESS) contracted by RPD with KPCL for supply of power by the RPD to KPCL at the Delivery Point(s) from the Project, based on which the PPA is executed with KPCL.

- **"Contract Year"** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

  i in the financial year in which commissioning of the first part capacity of the Contracted Capacity would occur, the Contract Year shall commence from the date of commissioning of first capacity and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

  ii provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

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- **"Control"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

- **"Day"** means calendar day of the Gregorian calendar.

- **"Delivery Point"** shall have the same meaning as defined in PPA.

- **"Effective Date"** shall have the same meaning as ascribed thereto in the PPA.

- **"Financial Bid" or "Financial Proposal"** shall mean the online price bid submitted by the Bidder in response to and as per the provisions of this RFP.

- **"Government Authority"** means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Selected Bidder, the Facility, or the performance of all or any of the services, obligations or covenants of Selected Bidder under or pursuant to this Contract or any portion thereof.

- **"Guidelines"** shall mean "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued by the Ministry of Power vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RFP.

- **"KERC"** means Karnataka Eelctricity Regulatory Commission

- **"KPCL"** means Karnataka Power Corporation Limited

- "**KPTCL"** means Karnataka Power Transmission Corporation Limited

"**Lead Member of the Bidding Consortium" or "Lead Member"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the SCSD of the Project.

- **"Month"** means calendar month of the Gregorian calendar.

"Member in a Bidding Consortium" or "Member" shall mean each Company in a Bidding Consortium. In case of a technology partner being a member in the Consortium, it has to be a Company.

- **"O&M"** means Operations and Maintenance.

- **"Parent" or "Parent Company"** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Bidding Company or a Member in a Consortium developing the Project.

- **"Peak Hours"** shall mean the energy scheduling hours in a day chosen by KPCL for supply of peak power from the Project. For the purpose of scheduling, a 'day' shall commence from 00:00 hrs. and end at 24:00 hrs.

- "Peak Hours" in this case, shall be during the morning from 05:30hrs. to 07:30hrs and evening from 16:00hrs. to 20:00hrs. out of the 24 hours of a day, to be chosen by KPCL.

- **"Project"** or **"RE Power Project"** shall mean the renewable energy generation facility owned by the RPD, comprising Solar PV Project including co-located BESS, having single/multiple point of injection/delivery into the grid at Interconnection/ Delivery/ Metering Point. The Project shall include auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the renewable energy generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to KPCL under the PPA. It may be noted that the sources of Solar PV generation and BESS, shall be

co-located to be considered a single Project. However, it is clarified that BESS charged using a source other than the Solar project would not qualify as RE power.

"Project Company" shall mean a special purpose vehicle (company incorporated as per the Companies Act 2013) by the Selected Bidder for implementation of the Project.

- **"Prudent Utility Practices"** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturer's operation and maintenance guidelines.

- **"RE Power Developer" or "RPD"** shall mean the Selected Bidder/Project Company set up by the Selected Bidder pursuant to the provisions of this RFP and such Selected Bidder/Project Company signs the PPA with KPCL.

- **"RFP document/Tender/Tender Document"** shall mean this tender document issued by KPCL including all attachments vide RFP No. KPCL/CETD/SOLAR+BESS/0391

- **"Selected Bidder"** or **"Successful Bidder"** means the Bidder selected pursuant to this RFP to develop, operate and maintain the Project, and includes the legal successors or permitted assigns of the Selected Bidder.

- **"SCSD" or "Scheduled Commencement of Supply Date"** shall have the same meaning as defined in the PPA.

- **"Technical Bid" or "Technical Proposal"** shall mean the Tehnco-Commercial bid (Un-priced bid) submitted by the Bidder (both in physical form and online) as per the provisions of this RFP.

- **"Time for Completion"** shall be the date on or before which Commissioning of the Project has to be achieved to the satisfaction of KPCL and such date is specified in NIT.

- "Inter Connection Point/ Delivery/Metering Point" shall have the same meaning as defined in PPA.

2 Introduction

2.1 About KPCL

Karnataka Power Corporation Limited (KPCL) was incorporated in July 1970 as a company wholly owned by the Government of Karnataka and is engaged in the development, operation and maintenance of power generation facilities in the State of Karnataka. Since its inception, KPCL has grown from an installed capacity of 746 MW to approximately 9,119 MW, making it one of the largest state-owned power generation utilities in India.

KPCL's present generation portfolio comprises about 5,020 MW of thermal power, 3,679.75 MW of hydro power, 370 MW of gas-based generation at the Yelahanka plant, 34 MW of solar power, 4.555 MW of wind power, and 11.5 MW of waste-to-energy plant. KPCL operates major thermal power stations including Raichur Thermal Power Station (RTPS), Bellary Thermal Power Station (BTPS) and Yeramarus Thermal Power Station (YTPS), in addition to several large hydroelectric generating stations across Karnataka

Over the years, KPCL has played a pivotal role in strengthening Karnataka's power infrastructure through planning, development, construction, operation and maintenance of generation assets, while contributing significantly to the State's energy security and economic growth

The registered office of KPCL is located in Bengaluru, Karnataka.

For detailed profile of company and past financial results, bidders may visit our website: https://kpcl.karnataka.gov.in/.

2.2 About the Project

- With the objective to provide flexible RE to the DISCOMs through renewable energy sources i.e., Solar with BESS, to facilitate the scale up of renewable capacity addition and achieve economies of scale, to facilitate fulfilment of RPO requirement of the obligated entities, Ministry of Power has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems," vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 and its subsequent amendments. This RFP document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RFP.

- In line with the above, Karnataka Power Corporation Limited (KPCL) proposes to select a single entity for development of 1000 MW (AC) Ground Mounted Solar PV projects

integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS) in the State of Karnataka (hereinafter referred to as the "Project") under tariff based competitive bidding process. The Project shall comprise all associated facilities including land development, civil works, buildings, plant and machinery, solar modules, inverters, battery energy storage system, transformers, switchgear, transmission facilities, protection systems, SCADA, communication systems and all other associated equipment required for successful implementation of the Project.

KPCL shall enter into a Power Purchase Agreement (PPA) with the Successful Bidder for the Contracted Capacity selected based on this RFP for purchase of power for a period of 25 years based on the terms, conditions and provisions of the RFP and PPA.

Key Project parameters are tabulated below.

Parameter	Description
Procuring Entity	Karnataka Power Corporation Limited (KPCL)
Project Capacity	1000 MW Solar PV (AC) integrated with 2000 MWh BESS (2-hour duration)
Configuration	Solar PV + co-located/integrated BESS. No standalone BESS component; no partial/split bids across Solar-only or BESS-only capacity.
Viability Gap Funding (VGF)	Not applicable — project to be bid purely on tariff-based competitive bidding basis (Section 63, Electricity Act 2003) without any central/state VGF support.
Module Category	Non-DCR (Open Category) — modules need not be sourced from the Domestic Content Requirement list; ALMM-listed modules (List-I/List-II as applicable) permitted.
Battery Chemistry	Lithium Ferro Phosphate (LFP) based Lithium-ion technology
Cycling Regime	1 (one) charge–discharge cycle per day
Regulatory Framework	• Tariff based competitive bidding guidelines issued by the Ministry of Power, GoI for purchase of Firm and Dispatchable Power from Grid Connected RE Power Projects with Energy Storage Systems; • Karnataka Electricity Regulatory Commission (KERC) Regulations, including the KERC (Forecasting, Scheduling, Deviation Settlement Mechanism and related matters for Sellers and Buyers of Wind, Solar and RE-Hybrid Generation Sources) Regulations, and • Applicable MNRE guidelines & CEA regulations

Parameter	Description
Grid Connectivity	Karnataka State Transmission Utility (STU) — KPTCL network (not CTUIL/ISTS-connected)
Land & Connectivity	Land to be identified and acquired/leased by Bidder in Karnataka; evacuation infrastructure from project switchyard up to the STU interconnection point to be developed by the Bidder. KPCL shall provide list of pooling substations for connectivitity and evacuation of power from the Project.
Contracting Model	Build-Own-Operate (BOO) with long-term Power Purchase Agreement (PPA), tenure as decided by KPCL (25 years), subject to KERC adoption of tariff

Land

- For the purposes of developing Solar PV projects with BESS under this RFP, identification of the land parcels and acquisition/lease thereof shall have to be done by the Bidder at its own cost.
- Land parcel(s) for implementation of the Project to be identified in State of Karnataka only.
- All costs related to acquisition/lease of land for the Project including maintenance thereof shall be borne solely by the Bidders. Bidder shall be responsible for execution of lease/purchase documentation, statutory land-use conversion (if any), site development, boundary security and all land-related compliances for the project duration at its own cost.
- KPCL shall not be liable for providing compensation/lease amounts/acquisition amount or any other monies whatsoever to the Bidder(s) for identification or acquisition/lease of land for implementing the Project.
- In the event of selection, the Successful Bidder shall be required to submit Land Lease/Sub-Lease/Purchase Agreement in the name of the Project SPV at the time of financial closure of the Project for a period not less than the term of the PPA.
- The Successful Bidder/Project SPV shall submit a sworn affidavit through its authorized signatory, listing the details of the land and certifying that the total land required for the Project is under clear possession of the Successful Bidder/Project SPV.
- Wherever leasing of Government/Private land is involved, the lease should allow transfer of land lease rights to the lenders or KPCL in case of default by the selected Bidder.

2.3 Other provisions

- The Bidders will be free to avail fiscal incentives like accelerated depreciation, concessional customs and excise duties, tax holidays etc. as available for such Projects. The

same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on KPCL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. KPCL does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

- It is clarified that the Bidders who have already signed power purchase agreement(s) with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective Project.

- Developers who have already commissioned RE plants/storage plants or in process of constructing such plants and have untied capacity may also participate in the bid. In such case, they may be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and SCSD.

3 Scope of Work

3.1 Solar PV Scope

- Design, Build, Own, Operate and Maintain a 1000 MW (AC) grid-connected Solar PV power plant using Non-DCR (open category), ALMM-listed, Tier-1, BIS/IEC-certified PV modules.

- Supply and installation of inverters/PCUs, module mounting structures (fixed-tilt or tracker, as optimised by Bidder), DC/AC cabling, transformers, plant SCADA, weather monitoring stations and allied Balance-of-System (BoS) equipment.

- The RPD shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central/State Government agencies. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central/State Government agencies in accordance with the provisions of Grid Code and instructions from the appropriate Load Dispatch Centre from time to time.

- RPD to ensure that they complies with applicable cyber security regulations, VAR compliances, FTC regulations/rules/policy/guidelines, Grid Compliance studies, directives, and guidelines, and its amendments/clarification, issued by the Central/State Government authorities dealing with respective aspects.

- Construction of the plant switchyard/pooling substation and all civil, electrical and safety works associated with the Solar PV plant.

- Guaranteeing a minimum Capacity Utilisation Factor (CUF) of 19 % AC, with a permissible band of +10% and -15% of the declared value till the end of 10 years from SCSD, subject to annual CUF remaining minimum of 16% (AC) and within +10% and -20% of the declared value of the annual CUF thereafter till the end fo the PPA.

- The Bidder shall be responsible for obtaining all statutory clearances/approvals/permits/licenses (land, environmental, if applicable; forest; electrical safety; etc.) for development of Solar project.

- Solar Module Requirements (Non-DCR)

- Solar PV modules shall be sourced under the Non-DCR (Open) category — i.e., not restricted to the Domestic Content Requirement list — and shall be listed on MNRE's Approved List of Models and Manufacturers (ALMM) as applicable to the open category at the time of bidding.

- Modules shall be Tier-1, BIS-certified (under the Solar Photovoltaics, Systems, Devices and Components Goods Order) and/or IEC 61215/61730 certified, with a minimum module efficiency and manufacturer's product warranty (typically ≥ 12 years) and performance warranty (typically ≥ 27–30 years, with degradation not exceeding manufacturer-declared rates) to be specified in the RfP.

- Bidder to declare module technology (mono-PERC/TOPCon/bifacial, etc.) and back it with independent test certificates from a NABL/IEC-accredited laboratory

3.2 BESS Scope

- Design, build, develop, operate and maintain a 2000 MWh (2-hour) grid-interactive BESS, based on LFP battery technology, co-located with and charged predominantly from the Solar PV plant.

- The Bidder shall be responsible for obtaining all statutory clearances/approvals/permits/licenses (land, environmental, if applicable; forest; electrical safety; etc.) for development of BESS project.

- Supply of Battery Management System (BMS), Energy Management System (EMS), Power Conversion System (PCS), fire detection and suppression system, HVAC/thermal management, and all associated protection and control systems.

- Integration of the BESS with the Solar PV plant's SCADA and with KPCL/SLDC's scheduling and dispatch systems to enable firm, dispatchable output during the contracted discharge window.

- Compliance with the Central Electricity Authority's (CEA) technical standards/regulations for BESS, applicable fire-safety codes, and BIS/IEC standards for cells, modules, racks and PCS.

- Capacity augmentation/replacement obligation, where required, to maintain the contracted dispatchable capacity through the O&M/PPA period, accounting for battery degradation.

- BESS shall mandatorily constitute part of the Solar PV project. BESS of at least 1MW/2 MWh capacity for every 1 MW of solar component capacity (in AC) shall mandatorily be installed by RPD as part of the Project. It is clarified that BESS charged using a source other than Solar power would not qualify as RE power. For avoidance of any doubt, it is hereby clarified that BESS may be owned by the RPD or may be tied-up separately with a third party by the RPD, for supply of power. The BESS technology can be changed by the RPD at any time during the term of the PPA. Any change in the BESS component during the term of the PPA shall be at the risk and cost of RPD and under intimation to KPCL.

- BESS Technical Requirements

- The following minimum technical/performance parameters are recommended for the BESS component for a solar-charged, 1 cycle/day duty cycle.

Parameter	**Minimum Requirement**
Battery Chemistry	Lithium Ferro Phosphate (LFP)
Duty Cycle	Minimum Requirement: 1 (one) full charge–discharge cycle per day
System Round Trip Efficiency (RTE)	≥ 80% AC-AC (grid/interconnection-point to grid/interconnection-point, inclusive of PCS, transformer and auxiliary consumption), measured on a monthly average basis; cell/DC-DC RTE ≥ 90%
Charging Source	Charged predominantly (recommended ≥ 95% annually) from the co-located Solar PV plant; a limited allowance (e.g., up to 5% annually) from grid/other renewable sources may be permitted for testing, safety, or emergency purposes, subject to KPCL approval
Discharge Duration / Dispatch Window	2-hour rated discharge duration. The minimum BESS requirement shall be 50 MW / 100 MWh corresponding to the minimum Solar Capacity of 50 MW. BESS shall be dispatched during the peak/evening or non-solar hours window as scheduled by KPCL/SLDC
Depth of Discharge (DoD)	≥ 90% usable DoD, consistent with LFP chemistry

<table>
<tr><th>Parameter</th><th>Minimum Requirement</th></tr>
<tr><td>Design Life</td><td>Minimum 25 years (BESS); aligned/augmented as necessary to match the PPA/Project life (25 years)</td></tr>
<tr><td>Minimum Operating Cycles</td><td>≥ 10,000 full equivalent cycles over design life at 1 cycle/day duty (≈ 20+ years at 1 cycle/day, with adequate margin for calendar and cyclic degradation)</td></tr>
<tr><td>Illustrative Degradation / Dispatchable Energy Trajectory (for Minimum Project Configuration)</td><td>
<table>
<tr><th>PPA Term (Year)</th><th>Daily Dispatchable Energy (MWh/day)</th></tr>
<tr><td>1</td><td>72.00</td></tr>
<tr><td>2</td><td>70.56</td></tr>
<tr><td>3</td><td>69.15</td></tr>
<tr><td>4</td><td>67.77</td></tr>
<tr><td>5</td><td>66.41</td></tr>
<tr><td>6</td><td>65.08</td></tr>
<tr><td>7</td><td>63.78</td></tr>
<tr><td>8</td><td>62.51</td></tr>
<tr><td>9</td><td>61.25</td></tr>
<tr><td>10</td><td>60.03</td></tr>
<tr><td>11</td><td>58.83</td></tr>
<tr><td>12</td><td>57.65</td></tr>
<tr><td>13</td><td>64.80</td></tr>
<tr><td>14</td><td>63.50</td></tr>
<tr><td>15</td><td>62.23</td></tr>
<tr><td>16</td><td>60.99</td></tr>
<tr><td>17</td><td>59.77</td></tr>
<tr><td>18</td><td>58.57</td></tr>
<tr><td>19</td><td>57.40</td></tr>
<tr><td>20</td><td>56.25</td></tr>
<tr><td>21</td><td>55.13</td></tr>
<tr><td>22</td><td>54.03</td></tr>
<tr><td>23</td><td>52.95</td></tr>
<tr><td>24</td><td>51.89</td></tr>
<tr><td>25</td><td>50.85</td></tr>
</table>
The above dispatchable energy trajectory is illustrative in nature and corresponds to the minimum qualifying project configuration of 50 MW Solar Capacity coupled with 50 MW / 100 MWh BESS, assuming 16% CUF (equivalent to 85% of the minimum specified CUF of 19%), 80% AC-AC Round Trip Efficiency (RTE), 90% Depth of Discharge (DoD), 2% annual degradation, and battery augmentation in Year 13 restoring capacity to 90% of Beginning-of-Life dispatchable energy
</td></tr>
</table>

Parameter	Minimum Requirement
Monthly Availability	≥ 98%
Dispatch Reliability	100% of scheduled daily dispatch obligation to be met from BESS, subject to Force Majeure; shortfall attracts penalty as prescribed in the PPA
Capacity Maintenance/ Augmentation	Bidder responsible for battery augmentation/replacement, as required, to sustain the contracted dispatchable capacity throughout the O&M period
Warranty	Comprehensive performance warranty for cells/modules/racks and PCS for a minimum of 5 years, with a documented capacity-fade/performance guarantee curve for the full design life
Safety & Standards Compliance	CEA technical standards/regulations for BESS; applicable BIS/IEC standards for cells, BMS, PCS; fire detection & suppression per applicable Indian/international fire-safety codes; EMS/BMS with remote monitoring and grid-code compliant protection

3.3 Evacuation, Connectivity & Grid Interface

- Bidder shall be responsible for developing all transmission/evacuation infrastructure from the project switchyard up to the designated STU (KPTCL) interconnection point — including transmission line(s), bay(s), protection and metering equipment.
- The Bidder shall be responsible for obtaining all statutory clearances/approvals/permits/licenses (land, environmental, if applicable; forest; electrical safety; etc.) for development of transmission project
- KPCL shall support/facilitate connectivity approval from KPTCL (STU) and coordination for grid interconnection studies, load flow/short-circuit studies and allied statutory approvals.
- Bidder shall comply with the Indian Electricity Grid Code (IEGC), Karnataka Electricity Grid Code, and KERC Forecasting, Scheduling & DSM Regulations for scheduling, forecasting and deviation settlement of the combined Solar+BESS output.

3.4 Land

- For the purposes of developing Solar PV projects with BESS under this RFP, identification of the land parcels and acquisition/lease thereof shall have to be done by the Bidder at its own cost.

- Land parcel(s) for implementation of the Project to be identified in **State of Karnataka only**.

- All costs related to acquisition/lease of land for the Project including maintenance thereof shall be borne solely by the Bidders. Bidder shall be responsible for execution of lease/purchase documentation, statutory land-use conversion (if any), site development, boundary security and all land-related compliances for the project duration at its own cost.

- KPCL shall not be liable for providing compensation/lease amounts/acquisition amount or any other monies whatsoever to the Bidder(s) for identification or acquisition/lease of land for implementing the Project.

- In the event of selection, the Successful Bidder shall be required to submit Land Lease/Sub-Lease/Purchase Agreement in the name of the Project SPV at the time of financial closure of the Project for a period not less than the term of the PPA.
- The Successful Bidder/Project SPV shall submit a sworn affidavit through its authorized signatory, listing the details of the land and certifying that the total land required for the Project is under clear possession of the Successful Bidder/Project SPV.
- Wherever leasing of Government/Private land is involved, the lease should allow transfer of land lease rights to the lenders or KPCL in case of default by the selected Bidder.

3.5 Operation & Maintenance

- Comprehensive O&M of the Solar PV plant and BESS (including battery augmentation/replacement as needed) for the full PPA term, with periodic performance reporting to KPCL.

- Maintenance of insurance cover (All Risk during construction; Operational/Machinery Breakdown, Fire and Third-Party Liability during operations) for the Solar PV and BESS assets.

- The Bidder shall be responsible for the complete scope of work, including development, commissioning and operation & maintenance of the Project, and for achieving the performance requirements specified in the RFP and PPA.

3.6 Part Commissioning

- Part commissioning of the Project shall be permitted subject to the terms and conditions of the Power Purchase Agreement (PPA). The Selected Bidder shall be allowed to commission part Solar capacity in multiples of 50 MW (AC) and co-located BESS capacity in multiples of 100 MWh. The treatment of commissioned capacity, Commercial Operation Date (COD), tariff applicability, scheduling obligations and associated rights and obligations of the Parties shall be governed by the PPA.

--- End of Section---

4 Instruction to Bidders

4.1 General Instructions

- The current tender document is the Request for Proposal, which is issued to all the potential Bidders, requesting a proposal for implementation, operation and maintenance of the Project on a competitive tariff basis.

- KPCL expects Bidders to confirm compliance to RFP terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this RFP.

- Before submitting the Tender, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.

- Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.

- Bidders need to ensure that in the event the Project is awarded to it, and during execution of the Project, it shall not seek to alter any agreed contractual terms, conditions and specifications.

- All Bids must be accompanied with EMD of value as specified in the NIT in the form and manner as specified in the RFP document and must be delivered along with Bids.

- The specification provided with this RFP outlines the minimum functional requirement. The Bidder must submit a Proposal based upon their own design, meeting the minimum functional requirements.

- This ‘Instructions to Bidders’, in original, issued along with RFP document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed RFP document and without complying with the terms and conditions of RFP shall be ignored.

- Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.

- KPCL reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).

- KPCL reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the RFP and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.

- In case of change in ownership of the Project, all the Agreements and Contracts signed with KPCL will stand true and valid with the new owner of the Project.

- KPCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the Bids so received without assigning any reason.

- Canvassing in connection with Tender is strictly prohibited and the Tender submitted by the Bidders who resort to canvassing will be liable to rejection straight way.

- Tariff shall be quoted on the proper form i.e. Financial Bid supplied as part of the Tender documents on e-tender portal by the Department.

- KPCL does not bind itself to accept the lowest Bid and reserves the right to accept or reject any Bid without assigning any reason whatsoever. The decision of KPCL shall be final and binding on all Bidders.

4.2 Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions

- 4.2.1 GENERAL ELIGIBILITY REQUIREMENTS

  i. The Bidder should be a company registered under the Companies Act, 2013 (or the corresponding erstwhile Act), or a consortium/Joint Venture (JV) led by such a company. Proprietorships, partnership firms, trusts, NGOs and LLPs shall not be eligible to bid, either individually or as part of a consortium. A copy of certificate of incorporation shall be furnished along with the bid in support of above.

  ii. A Bidding Company which has been selected as Selected Bidder based on this RFP can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company a fully owned (100%) by the Selected Bidder and especially incorporated for setting up of the Project, with atleast 51% shareholding in the SPV which has to be registered under the

Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project. In case applications for multiple projects made by the Bidding Company are selected, separate Project Companies can be formed for each project.

iii. For consortium/JV bids: the Lead Member shall hold a minimum prescribed equity stake (not less than 51%) in the Project SPV, with every consortium member holding at least 10% equity; a 100:0 equity split between members shall not be permitted. Maximum no. of Members in a Consortium cannot exceed 3 including the Lead Member.

iv. In case of selection of Consortium, it has to mandatorily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged as per the Consortium Agreement submitted at the time of submission of Bid. In case applications for multiple projects made by a Consortium are selected, separate Project Companies can be formed for each project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement.

v. The Bidder (or Lead Member) shall independently meet at least 50% of the minimum Technical Qualification Requirements, with all consortium members cumulatively meeting 100% of the requirement.

vi. A foreign company can also participate on standalone basis or as a member of consortium at the RFP stage. In case of foreign company participating on standalone basis and its selection as Successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

IIn case the foreign company participates as a Member of a Consortium, provisions applicable to Consortium as per this RFP shall apply.

vii. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices, and shall not be currently blacklisted/debarred by any Central/State Government department, PSU, or power utility in India.

viii. As on the Bid Due Date, Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, as on the Bid Due Date, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per format specified in Appendix 9 of this RFP.

ix. The Bidder shall furnish an undertaking of compliance with the Government of India's order on public procurement from bidders of countries sharing a land border with India, including registration with the Competent Authority (DPIIT) where applicable, and compliance with technology-transfer restrictions from such countries.

x. A single bidder (including as part of a consortium) shall be permitted to submit only one bid for the tendered capacity; multiple/duplicate bids by the same entity (directly or through affiliates) shall render all such bids liable for rejection.

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xi. The shareholding pattern in the Bidding Company/Project Company shall be as per the provisions specified in Clause 6.10 of this RFP..

xii. The Bidder shall furnish Earnest Money Deposit (EMD)/Bid Security in the form of Bank Guarantee/Insurance Surety Bond and, upon selection, Performance Bank Guarantee (PBG)/Insurance Surety Bond, in the form and amount specified in Clause 4.11.

xiii. The Bidder shall ensure that all information, facts, figures and data submitted as part of the Bid are true, complete and accurate. KPCL reserves the right to independently verify any information furnished by the Bidder through any source deemed appropriate.

xiv. KPCL reserves the right to contact project owners, clients, technology providers, financiers, OEMs or any other reference furnished by the Bidder and may undertake inspections of project sites, manufacturing facilities, testing facilities or any other relevant location for assessment of the Bidder's capabilities. The Bidder shall extend all necessary assistance for such verification.

xv. KPCL reserves the right to reject or disqualify any Bidder at any stage of the bidding process based on reasonable grounds arising out of due diligence, verification findings, misrepresentation of facts, unsatisfactory performance in previous projects or failure to meet the requirements of this Tender.

xvi. **Conflict of Interest**: A Bidder shall not have a conflict of interest (Conflict of Interest). Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be considered to have a Conflict of Interest if Bidder:

- is an Affiliate of any of the other Bidders;
- receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders;
- has direct or indirect shareholding in any other Bidder;
- has a relationship with any of the other Bidders, directly or through common third parties, that puts them in a position to have access to information that may influence Bid of one or more of such Bidders, or influence the decisions of KPCL regarding this bid process;
- submits more than one Bid either individually or through an Affiliate. This shall result in the disqualification of all such Bids submitted by Bidder and/ or its Affiliates; or
- has participated directly or through an Affiliate as a consultant or advisor in the preparation of this RFP.fbid pr

4.2.2 TECHNICAL QUALIFICATION REQUIREMENTS

SOLAR PV

- The Bidder (individually, or through its consortium members) should have a cumulative operational capacity of not less than 100 MW as on the Bid Due Date, including at least

one single project of 50 MW or more that has been in successful commercial operation for a minimum of 1 year prior to the Bid Due Date.

BESS

- The Bidder should have developed a cumulative capacity of not less than 100 MWh, including at least one single order/project of 30 MWh or more that has been in successful operation for a minimum of 1 year prior to the Bid Due Date.

OR

- The Bidder has a technology collaboration/tie-up/supply agreement with an established BESS technology provider or cell/pack manufacturer with a cumulative global track record of supplying at least 500 MWh of grid-interactive BESS capacity.

- The Bidder shall submit documentary evidence demonstrating successful achievement of performance generation guarantees and satisfactory operation of Solar PV and BESS of required capacity as mentioned above, duly certified by the respective Project Owner/Developer.

- In support of the above, the Bidder shall submit details of commissioned projects along with copies of Work Orders/LOAs, Commissioning Certificates and certificates evidencing successful operation of the projects. In case the Bidder seeks to establish eligibility through its own power plant(s), a certificate from a Chartered Accountant shall be submitted confirming ownership and operation of such plant(s)

4.2.3 FINANCIAL QUALIFICATION REQUIREMENTS

i. Average Annual Turnover

Average Annual Turnover of the Bidder for last three (3) financial years preceding the Bid Due Date shall be **at least INR 2.4 Crores per MW of the Bid Capacity for Solar PV (AC).**

For e.g. if the Bidder proposes a Bid Capacity of 50 MW (AC) Solar with co-located 100 MWh BESS, the avg. annual turnover requirement would be Rs. 120 Cr.

ii. Net Worth

The Net Worth of the Bidder during the last Financial Year shall be equal to or greater than the amount calculated as per the following formula based on the Bid Capacity.

Minimum Net Worth requirement = Rs. [70,00,000*S + 45,00,000*E]

where

S = Proposed Solar PV Capacity (AC) as quoted by the Bidder (in MW) and

E = Co-located BESS Capacity (2 hr) (in MWh)

For e.g. if the Bidder proposes a Bid Capacity of 50 MW (AC) Solar with co-located 100 MWh BESS, the Net Worth requirement would be Rs. 80 Cr.

- The Net Worth of the Bidding Company/Consortium shall be computed as follows:

  Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).

- The Bidder shall provide a copy each of audited annual report to ascertain their Avg. Annual Turnover & Net Worth along with a certificate from its Statutory Auditor

iii. The Bidder shall submit audited annual report of FYs 2023-24, 2024-25 and 2025-26.

iv. The Bidder may seek qualification on the basis of financial capability of its Affiliate(s)/Parent for the purpose of meeting the Financial Qualification Requirements. In such cases, the Bidder shall be required to submit Board Resolutions from the respective Parent/Affiliate(s), undertaking to contribute the required equity funding in case the Bidder fail to do so in accordance with the RFP.

v. The Net Worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company/Consortium together with the Net Worth of those Affiliates of the Bidding Company/Member(s) that undertake to contribute the required equity funding and performance bank guarantee in case the Bidding Company/Member(s) fail to do so in accordance with the RFP.

vi. If Bidder is a Consortium of two Members, then the Financial Qualification Requirements, as required above shall be met jointly by the Members of the Consortium i.e. the sum of percentages of respective Financial Qualification Requirement(s) met by each Member of the Bidding Consortium shall be one hundred percent (100%) or more. Notwithstanding

the same, each Member of the Consortium shall necessarily meet at least twenty six percent (26%) of the applicable Financial Qualification Requirement(s). In case the Other Member in a Bidding Consortium is an AIF or FIF, the ACI of such Member shall be considered in place of both Net Worth and Cash Accruals and the minimum qualifying requirement for ACI shall be equal to the sum of the minimum Financial Qualification Requirements for both Net Worth and Cash Accruals.

vii. Net worth and Turnover shall be certified by the Statutory Auditor / Chartered Accountant based on audited financial statements as of the end of the latest financial year, or as of a date not earlier than 7 days prior to the bid submission deadline.

viii. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least fifty (50%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RFP. Bidders shall furnish documentary evidence, duly certified by Managing Director or Chief Executive Officer, being a Whole Time Director on the Board of the company and the Statutory Auditor in support of their financial capability as herein defined. In case audited results for the latest financial year are not available, the immediately preceding financial year's audited figures may be considered, subject to the RfP's cut-off date provisions.

ix. SEBI-registered Alternative Investment Funds (AIFs) or Foreign Investment Funds (FIFs) or similar financial investors may demonstrate equivalent financial capacity through Available Capital Investment, subject to conditions specified by KPCL. In case of an AIF or FIF, ACI as on a date that is not more than three (3) months prior to the Bid Due Date would be considered as per the certificate issued by Statutory Auditor (or such other certificate in the relevant jurisdiction).

x. If Bidders provide financial data in currency other than INR, the Net Worth and Annual Turnover equivalent in Indian Rupees shall be calculated using the [bills selling exchange rate (card rate) published by the State Bank of India or exchange rate published by Reserve Bank of India] for that currency on the date of closing of the accounts for the relevant Financial Year as certified by the [Statutory Auditor or banker].

xi. The Qualified Bidder shall be required to continue to maintain compliance with the Technical and Financial Qualification Requirements throughout the bid process. Failure to comply with these provisions shall make Bid liable for rejection at any stage of bid process.

The Bidder should meet all the above eligibility criteria as on the Bid Due Date. The bids of only those bidders, who meet the Eligibility Criteria as specified in this Clause 3.2, will be considered for further evaluation.

Notwithstanding anything contained elsewhere in this Tender, KPCL reserves the right to verify any information submitted by the Bidder and assess the Bidder's technical, financial and managerial capability to execute the Project.

Further, notwithstanding the above, KPCL reserves the right to accept or reject any Bid and to annul the process of submission of Bid and reject all or any Bid, at any time without assigning any reason thereof. KPCL shall not in any way be responsible or liable for any loss, damage or inconvenience caused to the bidders on account of the rejected bids. KPCL shall be under no obligation to inform the respective bidder(s) of the rejection and / or ground for rejection.

4.3 Local Conditions

- The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.

- The Bidder and any of its personnel or agents shall be granted permission by KPCL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify KPCL and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

- Failure to visit the Site or failure to study the RFP document shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the RFP document.

- In no case shall the Time for Completion of the Project be extended on account of the Bidder's failure to visit, inspect or familiarize itself with the Project Site and surrounding conditions prior to submission of the Bid. The Bidder shall be deemed to have examined and understood all site conditions that may affect the execution of the Project and shall complete the Project within the Time for Completion specified in this Tender

- The Bidder must conduct its own inspection of the Project Site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints. This applies in particular to the transportation of equipment to the Project site and the scope of site works. The Bidder shall also inspect the site and the access to site from the point of manufacture to make sure that its equipment is suitable for the available access and the site terrain.

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

a) made a complete and careful examination of the RFP document;
b) received all relevant information requested from KPCL;
c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of KPCL relating to any of the matters referred to in NIT.
d) satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP document and performance of all of its obligations there under;
e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to in the RFP herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from KPCL, or a ground for termination of the Contract Agreement; and
f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

- KPCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning

or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by KPCL.

4.4 Local Regulatory Frame Work

- It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. KPCL shall not entertain any request for clarification from the Bidder, regarding such local conditions.

- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP document shall be entertained by KPCL and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by KPCL.

4.5 Clarifications to Tender Document

- A Bidder requiring any clarification of the Tender documents may notify KPCL in writing or by facsimile or by e-mail to KPCL's contact as mentioned below:

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka - 560001
Email: kpclcetd@gmail.com

4.6 Amendments to Tender Document

- KPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.

- The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.

- In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, KPCL at its discretion, may extend the deadline for the submission of Bids.

4.7 Acceptance of Bids

- KPCL neither bind itself neither to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on KPCL to disclose any analysis report.

4.8 Withdrawal of Invitation to Bid

- While KPCL has floated this Tender and has requested Bidders to submit their proposals, KPCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

4.9 Representative/ Agent of Bidder

- All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, KPCL shall not accept any responsibility.

4.10 Financial Bid

- The Bidders shall quote the tariff as mentioned in format as per Appendix 16. Similar format will be present in the e-tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

4.11 EMD and Performance Bank Guarantee

i) EMD

- Based on the cumulative Bid Capacity proposed by the Bidder as part of its response to RFP, EMD shall be submitted as per the following formula:

  EMD Amount = Rs [7,00,000*S + 4,50,000*E]

  Where,

  S = Proposed Solar PV Capacity (AC) as quoted by the Bidder (in MW) and

  E = Co-located BESS Capacity (2 hr) (in MWh)

  For e.g. if the Bidder proposes a Bid Capacity of 50 MW (AC) Solar with co-located 100 MWh BESS, the EMD requirement would be Rs. 8 Cr.

- EMD shall be in the form of Bank Guarantee/Insurance Surety Bond, as per format specified in Appendix 14 or Appendix 14A as applicable, and valid for twelve (12) months from Bid Due Date, failing which the Bid shall be summarily rejected.

- The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of KPCL desiring to award the work to the said Bidder. KPCL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii)

refuses to unconditionally accept Letter of Intent and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.

- KPCL shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOI along with the submission of Performance Bank Guarantee/Insurance Surety Bond by Successful Bidder.

- The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be released after submission of Performance Bank Guarantee/Insurance Surety Bond by the Successful Bidder to KPCL.
- EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.
- The EMD shall be forfeited and appropriated by KPCL as per the discretion of KPCL as genuine, pre-estimated compensation and damages payable to KPCL for, inter alia, time, cost and effort of KPCL without prejudice to any other right or remedy that may be available to KPCL hereunder or otherwise, under any of the following conditions:

    a. If a Bidder withdraws or varies the Bid after Bid Due Date and during the validity of Bid.

    b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;

    c. In the case of Successful Bidder, if it fails within 30 days from the issue of LoI – (a) to sign the Contract Agreement and/ or (b) to furnish the Performance Bank Guarantee/Insurance Surety Bond within the period prescribed.

    d. If after issuance of LoI, it is found that the documents furnished by the Bidder as part of its Bid are misleading or misrepresented in any way.

    e. In case the Successful Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Bank Guarantee/Insurance Surety Bond.

- The Successful Bidder shall furnish the following Bank Guarantee

ii) **Performance Bank Guarantee (PBG)/Insurance Surety Bond**

The Successful Bidder shall submit a Performance Bank Guarantee (PBG) /Insurance Surety Bond equivalent to the amount as calculated below within thirty (30) days from the date of issuance of the Letter of Intent (LOI).

PBG Amount = Rs [17,50,000*S + 11,25,000*E]

Where,

S = Proposed Solar PV Capacity (AC) as quoted by the Bidder (in MW) and

E = Co-located BESS Capacity (2 hr) (in MWh)

For e.g. if the Bidder proposes a Bid Capacity of 50 MW Solar with co-located 100 MWh BESS, the PBG requirement would be Rs. 20 Cr.

The PBG shall be furnished in favour of Karnataka Power Corporation Limited (KPCL)as per the format given in Appendix 18 /Appendix 18A - Format of Bank Guarantee for Performance Bank Guarantee/Insurance Surety Bond, as applicable.

The validity period of PBG/Insurance Surety Bond should be for a total period up to (& including) the date as on twelve (12) months after the SCSD/extended SCSD of the Project; if required, the PBG/Insurance Surety Bond shall have to be extended for further 3 months further. However, in case Bidder fails to submit PBG/Insurance Surety Bond within thirty (30) days after issue of date of LOI, KPCL reserves the right to cancel LOI and to recover all cost and liability thereof from Bidder.

The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the Successful Bidder, the PBG may be submitted in the name of the Successful Bidder at an earlier date, if the Bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder. PBG shall be submitted separately for each Project.

4.12 Right to Accept or Reject any or all Bids

- Notwithstanding anything contained in this Tender, KPCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any

liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- KPCL reserves the right to reject any Bid and appropriate the EMD if:

i. after reviewing the Bid there is doubt that the offered works, materials or equipment are not state of the art and/ or not suitable for the site operating conditions;
ii. at any time, a material misrepresentation is made or uncovered, or
iii. the Bidder does not provide, within the time specified by KPCL, the supplemental information sought by KPCL for evaluation of the Bid.

- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then KPCL reserves the right to take any such measure as may be deemed fit in the sole discretion of KPCL, including annulment of the bidding process.

- In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Successful Bidder either by issue of the LoI or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LoI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by KPCL to the Successful Bidder, without KPCL being liable in any manner whatsoever to the Bidder, as the case may be. In such an event, KPCL shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to KPCL.

- KPCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of KPCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of KPCL there under.

--- End of Section ---

5 Submission of Bid

General Terms

5.1 General Terms

- A Bidder is eligible to submit only one Bid for the Project. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.

- Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

- The Bid should be furnished in the formats mentioned in the RFP document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.

- Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by KPCL, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

- The RFP documents and all attached documents are and shall remain the property of KPCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. KPCL will not return any Bid or any information provided along therewith.

- Bidder shall note that the Financial Bid of only those Bidders shall be opened who are found technically qualified and responsive to KPCL's Tender terms and conditions including but not limited to scope of work.

5.2 Format and Signing of Bid

- The Bidder shall provide all the information sought under this RFP. KPCL will evaluate only those Bids that are received in the required formats and complete in all respects.

- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions,

additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

5.3 Sealing and Marking Of Bid

- **Technical Bid (Techno-commercial Bid)** to be submitted both in physical as well as soft copy (online). It is **mandatory** for all the bidders to submit their Technical Bid (Techno-commercial Bid) documents in both forms i.e. online (https://kpcl.karnataka.gov.in/) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial Bid) in 1 original plus 2 copies) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial bid).

- Technical Bid (Techno-commercial Bid) envelope shall be superscribed as: **"KPCL/ Ground Mounted Solar/ 2026/ 1000 MW (AC) Ground Mounted Solar PV + 2000 MWh BESS /1.1: Technical Bid for Development, Operation and Maintenance of 1000 MW (AC) Ground Mounted Solar PV projects integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS)in State of Karnataka".**

- All the envelopes shall be addressed to: Chief Engineer – Thermal Designs, Karnataka Power Corporation Limited, Head Office, No-3, 2nd Floor, Green Building Drug control Office Premises, Palace Road, Bengaluru, Karnataka. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.

- EMD shall be submitted in a separate envelope and appropriately superscribed.
- It is mandatory for all Bidders to submit their Financial Bid (Appendix 16) only through on-line (e-tendering) mode. Financial Bids submitted in physical form shall not be considered for its opening and only on-line submitted Financial Bid will be considered for evaluation.

5.4 Enclosures of the Bid

- **Cover-I** shall be duly marked as "Signed copy of the Tender Document(s)" and shall include the duly signed and sealed Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by KPCL as per the provisions in this Tender.

- The documents accompanying the Bid other than the attested Tender Document(s), and EMD shall be placed in **Cover-II** and marked as "Enclosures of the Bid". These documents shall include the following:

- Cover II – Enclosures of the Bid

1. Covering Letter as per Appendix 1

2. Power of Attorney as per Appendix 2

   Original power of attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the authorized person signing Bid, in the form attached hereto as Appendix 2;
   Additionally, in case of a Bidding Consortium, Bid shall also contain a Power of Attorney in original (as per Appendix 5) in favour of the Lead Member issued by other Member of the Consortium.
   Provided that in the event the Bidding Company or any Member of a Bidding Consortium, as the case may be, is a foreign entity, it may submit Board resolutions (essentially authorizing the signatory for the responsibilities and in the manner provided in the format of the Power of Attorney) in place of Power of Attorney for the purpose of fulfilling the above requirements;
   Provided further that, such Board resolutions, as specified above, in case of a foreign entity, 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. In the case of a foreign entity, in the event, any or all of the documents or resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted.

3. Letter of Consent from the Consortium Members as per Appendix 3

4. Consortium Agreement as per Appendix 4

5. Power of Attorney in favor of Lead Member as per Appendix 5

6. Details of the Bidder as per Appendix 6 and Authorization format as per Appendix 6A

7. Technical Qualification Requirement as per Appendix 7 along with documentary evidence

8. Financial Qualification Requirement as per Appendix 8 along with documentary evidence

   [Note to Bidders:

   - Separate calculation sheets, detailing the computation of Net worth and details of Annual Turnover, considered for meeting the Financial Qualification Requirements, certified by the Statutory Auditor of the Bidding Entity/ each Member of Bidding Consortium, shall be submitted along with this format

   - Unconsolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be, of Bidding Company or each Member of a Consortium for the last three (3) Financial Years, viz. [FY 2023-24, FY 2024-25 and FY 2025-26];
     OR
   - In case the Bidder wishes to use the consolidated audited annual accounts, it shall be subject to Clause 4.2 C (vii) and such consolidated audited annual accounts shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., for the last three (3) Financial Years, viz. [FY 2023-24, FY 2024-25 and FY 2025-26]

9. Undertaking as per Appendix 9

10. Board Resolutions as per Appendix 10

    i. Original Board Resolution from the Bidding Company for providing the undertaking and for committing 100% (One Hundred Percent) of the equity requirement for the Project.

    ii. Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium)

    iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement)

to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

Provided that, such Board resolution, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by a 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.

11. Declaration of Bidder's relation to Directors of KPCL as per Appendix 11
12. Authorization of use of financial capability by Parent as per Appendix 12
13. Summary of Audited Financial Statements as per Appendix 13
14. Bank Guarantee for EMD/Insurance Surety Bond for EMD as per Appendix 14 or Appendix 14A as applicable
15. Disclosure format as per Appendix 15 and Declaration as per OM by Dept. of Expenditure, MoF, GoI as per Appendix 15A

Bidders are also required to submit initialed RFP Documents including any clarifications or amendments issued by KPCL.

- All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory.
- All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

Outer Envelope

"Tender Bid Document for ……..".

Cover-I shall bear the following identification:

"Cover-I: Signed Tender Document for ……..".

Cover -II shall bear the following identification:

"Cover-II: Enclosures of the Bid for ……..".

Cover -III shall bear the following identification:

- Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each envelope.

- Each of the envelopes shall be addressed to:

ATTN:

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka - 560001
Email: kpclcetd@gmail.com

- If the envelopes are not sealed and marked as instructed above, KPCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

- Bids submitted by fax, telex, telegram, courier or e-mail shall not be entertained and shall be rejected.

- If the Bidder has submitted the Bid online and fails to submit the EMD offline, for the requisite amount, to the address mentioned in this RFP, then the same shall be treated as incompleted Bid and the submitted Bid will stand cancelled.

5.5 Financial Bid

- It is mandatory for all Bidders to submit their Financial Bid only through on-line (e-tendering) mode as per Appendix 16.
- The Tariff shall be quoted at the Delivery Point. All charges and losses till the Delivery Point shall be borne by the Bidder.
- The tariff shall be filled on line in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the Bid shall be considered as non-responsive.
- The Bidder will have to submit a single bid quoting a single "Tariff" in Indian Rupee per kWh for the entire Project. **The tariff has to be quoted in Indian Rupee per kWh up to**

two places of decimal only. If it is quoted with more than two digits after decimal, digits after the first two decimal places shall be ignored.

Note to Bidders:

- The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.
- In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- In case the Bidder submits the online documents on ISN-ETS within the Bid Due Date and fails to submit the offline documents in the office of KPCL within the Bid Due Date, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, Bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective Bidder.
-

5.6 Bid Due Date

- Bids (both online and offline) should be submitted before the Deadline for Submission of Bid as specified in NIT.

- KPCL may, in its sole discretion, extend the Bid Due Date by issuing an Amendment/ Addendum in accordance with Clause 4.6 uniformly for all Bidders.

5.7 Late Bids

- Bids received by KPCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/opening of the Bid.

5.8 Confidentiality

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

5.9 Correspondence with the Bidder

- KPCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

5.10 Bid Opening and Evaluation

- KPCL shall open, examine and evaluate the Bids in accordance with the provisions set out in this RFP document.

- To facilitate evaluation of Bids, KPCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

- After the receipt of Bids KPCL may at its discretion send a team of engineers if necessary to inspect the engineering facilities, to ensure suitability and satisfactory working conditions at the Bidder's works/yards(s) and equipment listed to be used by the Bidder for the work. The Bidder shall ensure that the aforesaid team shall at all the times have access to visit and inspect works, equipment etc.

5.11 Tests of Responsiveness

- The online response to RFP submitted by the Bidder along with the documents submitted **online** to KPCL shall be scrutinized to establish "Responsiveness of the Bid". Each Bidder's response to RFP shall be checked for compliance with the submission requirements set forth in this RFP.

- . A Bid shall be considered responsive only if:

  i. it is received in the manner prescribed in this RFP
  ii. it is accompanied by the requisite EMD;
  iii. it is received with all the Enclosures of the Bid as prescribed in the Clause 5.4
  iv. its Enclosures are received as per the formats specified;
  v. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
  vi. it complies will all the terms, conditions and provisions specified in this Tender; and
  vii. it does not contain any conditions or deviations

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

  a) Response to RFP not received by the due date and time of bid submission.
  b) Any indication of tariff in any part of response to the RFP, other than in the Financial Bid.

c) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

d) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RFP, then all these bids submitted shall be treated as non-responsive and rejected.

e) Non-submission or partial submission of EMD in acceptable form along with response to RFP.

In any of the above cases, the Bid shall not be considered for bid opening and evaluation process. Further, KPCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by KPCL in respect of such Bid.

5.12 Modification and Withdrawal of Bids

- In case any clarifications are sought by KPCL after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by KPCL, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.

- No Bid may be withdrawn in the interval between the Bid Due Date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

6 Evaluation of Bid and selection of Bidder

- KPCL will examine the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.

- Prior to the detailed evaluation, KPCL will determine the substantial responsiveness of each Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. KPCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- If the Bid is not substantially responsive, it will be rejected by KPCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- KPCL will evaluate and compare Bids which have been determined to be substantially responsive.

- A Bidder shall submit a Bid for the complete scope of work pertaining to the 'Development, Operation And Maintenance Of 1000 MW (AC) Ground Mounted Solar PV projects integrated with 2000 MWh (2-Hour) Battery Energy Storage System (BESS) in the State of Karnataka', as specified in this RFP.

- Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.

- Financial Bids of only techno-commercial acceptable bids shall be considered for further evaluation.

6.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RFP. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this section.

Opening of Bids

- KPCL shall open only those Bids that are submitted on or before the specified time on Bid Due Date. If any Bid is received after the specified time on Bid Due Date, it shall be rejected and shall be returned unopened to Bidder.
- The Technical Proposals shall be opened in the presence of maximum of two (2) designated representatives from each of such Bidders who have submitted their Bids and choose to be present at the time and on the date specified in Bid Schedule at the address mentioned in the RFP.
- Once all the Technical Proposals have been opened, they shall be evaluated for responsiveness and to determine whether Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Technical Proposals is set out in Clause 6.2.
- Once the Technical Proposals have been evaluated, Bidders meeting the requirements, shall be informed of a date, time and place for opening of their Financial Proposal. The Financial Proposals shall be opened in the presence of maximum of two (2) representatives of the qualified Bidders who choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 6.3.
- The qualification of Bidders shall be entirely at the discretion of KPCL.
- Any information contained in a Bid shall not in any manner be construed as binding on KPCL, its agents, successors or assigns; but shall be binding on the Bidder.

6.2 Determination of Responsiveness and Evaluation of Technical Proposals

- KPCL shall examine the Technical Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Technical Proposals are generally in order.
- If any Bidder is disqualified in accordance with the terms of RFP or if any Technical Proposal is found to be non-responsive or not meeting the Technical Qualification Requirements or the Financial Qualification Requirements, Bid comprising such Technical Proposal shall be rejected by KPCL and not included for further consideration.
- No request for alteration, modification, substitution or withdrawal shall be entertained by KPCL in respect of such Bid(s).
- KPCL shall then evaluate and determine whether Bidders who have submitted Bids satisfy the Eligibility Criteria and the Qualification Requirements set out at Clause 4.2.1, Clause 4.2.2 and Clause 4.2.3 in their Technical Proposal.
- In order to determine whether Bidder satisfies the Eligibility Criteria and the Qualification Requirements, KPCL will review the documentary evidence of Bidder's eligibility and

qualifications submitted by Bidder and any additional information which KPCL seeks from Bidder.

- Prior to evaluation of the Financial Proposals, the Technical Proposals shall be reviewed to determine responsiveness to RFP.
- KPCL shall regard a Bid as responsive if it conforms to all requirements set out in the RFP, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the RFP, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- KPCL may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission. In such case, the Bid shall be deemed to be substantially responsive.
- Where any information provided by a Bidder is amounting to a material misrepresentation, KPCL reserves the right to reject Bid submitted by such Bidder.
- Upon completion of evaluation of the Technical Proposals, Bidders meeting the Eligibility Criteria and Qualification Requirements set out at Clause 4.2.1, Clause 4.2.2 and Clause 4.2.3, whose Technical Proposals are found to be responsive shall be declared as Qualified Bidders. KPCL will notify the Qualified Bidders of the date and time on which their Financial Proposals shall be opened. The Bidders who do not qualify shall be informed about the reason(s) for not qualifying their proposal and their Financial Proposal shall not be opened.
- If there is only one (1) Qualified Bidder, KPCL may, at its sole discretion for reasons to be recorded in writing, decide to open such Bidder's Financial Proposal or cancel Bid Process and decide to start a new bidding process without incurring any liability to Bidders.

6.3 Evaluation of Financial Proposals and e-Reverse Auction

- On completion of Technical Proposal, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the Financial Bid of such Qualified Bidder(s) will be at the discretion of KPCL.
- In the presence of representatives of the Qualified Bidders who choose to be present at the opening of the Financial Proposals, KPCL shall open the Financial Proposal of each Qualified Bidder and announce the quote by such Bidder.
- Following the opening of the Financial Proposals, KPCL shall evaluate the Financial Proposals for responsiveness.

- KPCL shall notify a Qualified Bidder whose Financial Proposal is found to be non-responsive, that such Qualified Bidder's Financial Proposal shall not be considered.
- Bidders, whose Financial Proposal is found responsive, shall be eligible to participate in the announcement of the First Round Tariff (tariff quoted by the Bidder in its Financial Proposal) by the evaluation committee.
- If the First Round Tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- Eligible Bidders with the lowest five (5) ranks or 50% out of total eligible Bidders (rounded to the next higher whole number), **whichever is higher** shall be invited for participation in e-Reverse Auction. **Provided that** if the aggregate Bid Capacity, quoted by the Bidders invited for participating in e-Reverse Auction, is less than 1000 MW Solar + 1000 MW/2000 MWh BESS, then it shall be discretion of KPCL to include more no. of eligible Bidders to participate in the e-Reverse Auction process till such time the overall capacity is achieved.
- **Ranking of bidders after Financial Bid Opening**: Following illustrates an example of ranking of eligible bidders after financial bid opening and evaluation

Bidder	**Total Bid Capacity Solar (In MW)**	**Total Bid Capacity BESS (In MW/MWh)**	**Submitted Financial Bid (Tariff in ₹/ kWh)**	**Ranking and shortlisting for e-Reverse Auction**
B1	500	500/1000	3.75	L1
B2	100	100/200	3.75	L1
B3	300	300/600	3.80	L2
B4	250	250/500	3.85	L3
B5	100	100/200	3.85	L3
B6	100	100/200	3.90	L4
B7	200	200/400	3.80	L2
B8	300	300/600	3.85	L3
B9	200	200/400	3.85	L3
B10	150	150/300	3.90	L4

Bidder	Total Bid Capacity Solar (In MW)	Total Bid Capacity BESS (In MW/MWh)	Submitted Financial Bid (Tariff in ₹/ kWh)	Ranking and shortlisting for e-Reverse Auction
B11	50	50/100	3.92	L5
B12	100	100/200	3.95	L6 – Not shortlisted for e-reverse auction
B13	200	200/400	3.95	L6 - Not shortlisted for e-reverse auction
B14	150	150/300	3.98	L7 - Not shortlisted for e-reverse auction
B15	50	50/100	3.99	L8 - Not shortlisted for e-reverse auction

- At least one week prior to e-Reverse Auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent by e-mail to all the Bidders shortlisted for the process.
- Further, at least two hours before the scheduled start time of e-Reverse Auction, a system generated email for invitation for e-Reverse Auction will be sent to all such Bidders.
- Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.
    i. During the 15 minutes prior to start of reverse auction process, the respective tariff of the Bidder shall be displayed on its window.
    ii. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff
    iii. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
    iv. During reverse auction, the Bidder shall not have the option of changing the total Bid Capacity offered while quoting tariff during reverse auction.

v. In the bidder's bidding window, the following information can be viewed by the bidder:
   - Its tariff as the initial start price and there after last quoted tariff along with the offered Bid Capacity for which the Bidder is qualified.
   - The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and offered Bid Capacity.

vi. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
Green Zone: This zone consists of the Bidders who may be allocated their full quoted Bid Capacity, subject to provisions of Clause 6.4, if the auction is closed at that instant.
Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Bid Capacity, subject to provisions of Clause 6.4, if the auction is closed at that instant.
Red Zone: This zone consists of the Bidders who will not be awarded their quoted Bid Capacity if the auction is closed at that instant.

vii. If no such change is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed

6.4 Selection of Successful Bidder

- Subsequent to the conclusion of E-reverse auction process, the Bidders in the "Green" and "Orange" zones as per Clause 6.3 above, will be listed in the increasing order of the tariffs discovered at the end of e-Reverse Auction.

- The Bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range" will be declared as Successful Bidder subject to the following conditions;

  - In case the cumulative capacity shortlisted as per the range exceeds 1000 MW Solar + 2000 MWh BESS, the list of Successful Bidders shall be limited to such capacity.

  - A maximum of 50 percent of total capacity sought by KPCL (1000 MW Solar PV + 2000 MWh BESS) shall be allocated to a single Bidder.

- Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

- In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows;

    - Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

    - Ranking will be done based on draw of lots.

Illustration: <to be added>

6.5 Letter of Intent ("LOI")

- After selection of the Successful Bidder, a Letter of Intent (the "LoI") shall be issued, in duplicate, to the Successful Bidder. The LoI shall be issued for the Contracted Capacity. of the Successful Bidder selected based on the above e-Reverse Auction process.

- KPCL reserves the right to annul the bid process without any financial implications to any of the parties concerned at any stage of bidding process without assigning any reasons. KPCL reserves the right to cancel any or all of the Bids in view of higher tariff discovered after e-Reverse Auction. In all cases, KPCL's decision regarding selection of Bidder through E-Reverse Auction or annulment of tender process shall be final and binding on all participating Bidders.

- On issue of the LoI by KPCL, Authorised representative of the Successful Bidder shall sign the PPA within 30 (thirty) days and submit the Bank Guarantee within the stipulated time.

6.6 Contacts during Bid Evaluation

- Bids shall be deemed to be under consideration immediately after they are opened and until such time KPCL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested

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

6.7 Employment of Officials/ Ex-Official of KPCL

- Bidders are advised not to employ serving KPCL. It is also advised not to employ ex-personnel of KPCL within the initial two years period after their retirement/ resignation/severance from the service without specific permission of KPCL. KPCL may decide not to deal with such firm(s) who fails to comply with the above advice.

6.8 Declaration on Bidder's Relation to Directors

- The Bidders are required to certify in prescribed Appendix 11: Declaration of Compliance, whether he/they is/are related to any of the Directors/Senior Personnel of KPCL in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

6.9 Performance Bank Guarantee

- Performance Bank Guarantee (PBG) /Insurance Surety Bond as per the format given in Appendix 18/Appendix 18A, as applicable: Format of Bank Guarantee for Performance Bank Guarantee//Insurance Surety Bond shall be furnished in favour of KPCL. The Successful Bidder shall submit Performance Bank Guarantee//Insurance Surety Bond of an amount as per computation specified in Clause 4.11 based on the Bid Capacity, within thirty (30) days after issue of date of LOI. The initially validity period of PBG/Insurance Surety Bond should be for a total period up to (& including) the date as on twelve (12) months after the SCSD/extended SCSD of the Project. No interest is payable on PBG/Insurance Surety Bond amount.

- The bank guarantee by the Successful Bidder will be given from bank specified in Appendix14 : Format of Bank Guarantee for EMD

- [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]*

Reference No. ……. Bank Guarantee No. ……. Dated: …….

EMD BANK GUARANTEE FORMAT FOR TENDER /RFP No._____

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.….)

WHEREAS M/s. _____
(Name and Address of the Bidder) having their registered Office at _____ (Address of the Bidder's registered Office) (hereinafter called the Bidder) wish to participate in the Tender No._____ dated …. for _____ by submitting a Bid of the capacity of ……. MW (Solar) and …….. MW/MWh (BESS) [*Insert Contract capacity proposed*] for supply of power therefrom on a long term basis to Karnataka Power Corporation Limited (hereinafter referred to as KPCL) and WHEREAS a Bank Guarantee of Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee) which is required to be submitted by the Bidder along with the Bid to KPCL.

We, _____
(Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby gives this Bank Guarantee No. _____
dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from Karnataka Power Corporation Limited (KPCL) or any Officer authorized by it in this behalf any amount not exceeding Rs._____ (amount of EMD) (Rupees _____ _____) (in words) to the said Karnataka Power Corporation Limited (KPCL) on behalf of the Bidder.

We, _____ (Name of the Bank) also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Bank Guarantee by the Bidder to KPCL , required as per the provisions of Tender no… dated …., would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by KPCL in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by KPCL.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the firm of Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Bidder and Karnataka Power Corporation Limited (KPCL).

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity of Guarantee*]. KPCL shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause 4.11 of RFP].*

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the*

Bidder] and/ or any other person. The Guarantor Bank shall not require KPCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against KPCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bengaluru 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 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 KPCL 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 or to enforce any security held by KPCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

NOT WITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees _____ (in words). Our Guarantee shall remain in force till _____ (date of validity of the Guarantee).

Place:

Date:

(Please mention here complete Postal Address of Bank with Branch Code, Signature of the Bank's authorized Signatory Telephone and Fax Nos) with official seal.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidder will be given from Nationalized/Scheduled bank as per Appendix 17 only.
3. This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to ……. only.
4. The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.

Appendix24A: Format of Insurance Surtey Bond for EMD

[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]

Reference No. ……. Insurance Surety Bond No. ……Date: …….

To,
……
…….
…….

WHEREAS M/s. _____
(Name and Address of the Bidder) having their registered Office at _____ (Address of the Bidder's registered Office) (hereinafter called the Bidder) wish to participate in the Tender/RFP No._____ dated …. for _____ by submitting a Bid of the capacity of ……. MW (Solar) and …….. MW/MWh (BESS) [*Insert Contract capacity proposed*] for supply of power therefrom on a long term basis to Karnataka Power Corporation Limited (hereinafter referred to as KPCL) and WHEREAS under the RFP, Bidder is required to submit EMD of Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee) along with the Bid to KPCL.

And WHEREAS, as per RFP no. …… dated…… issued by KPCL with amendments thereof, Bidder is allowed to submit an Insurance Surety Bond in lieu of Bank Guarantee for EMD.

We, the ……. [Name of the Insurer] registered under the laws of India having our Head Office at ……. [address of the Insurer] **are registered with Insurance Regulatory and Development Authority of India (IRDAI).**

As per the terms of the RFP, we _____ [Name of the Insurer] hereby agrees unequivocally, irrevocably and unconditionally to pay to KPCL at [*Insert Name of the Place from the address of the KPCL]* forthwith on demand in writing from KPCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value of Insurance Surety Bond] only, on behalf of M/s _____ [*Insert name of the selected RE Power Developer/ Project Company*].

We, the ……. [Name of the Insurer] guarantee and undertake to pay immediately on the first demand in writing by Karnataka Power Corporation Limited, (hereinafter called KPCL) the amount of Rs. …… without any reservation, protest, demand and recourse. Any such demand made by KPCL shall be conclusive and binding on us irrespective of any dispute or difference raised by the M/s _____ [*Insert name of the Bidder*] and/or any right/remedy available to the M/s _____ [*Insert name of the Bidder*] in terms thereof.

This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder and shall remain valid, binding and operative against the **Insurer.**

The **Insurer** also agrees that KPCL at its option shall be entitled to enforce this Guarantee **(Unconditional Insurance Surety Bond)** against the **Insurer** in the first instance, without proceeding against the Bidder.

This Insurance surety bond shall not be discharged by any change in our constitution, in the constitution of employer or that of the Bidder.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(Insert validity). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from the Bidder on whose behalf this Insurance Surety Bond is issued.

The **Insurer** confirms that this guarantee has been issued with observance of appropriate laws of India and as per applicable rules and regulations of Insurance Regulatory and Development Authority of India (IRDAI).

The **Insurer** also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of courts of Bengaluru.

This guarantee shall be valid and binding on the Insurer up to and including ……. and shall not be terminable by notice or any change in the constitution of the Insurer or the term of contract 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.

The Insurer hereby agrees to waive rights of subrogation against KPCL and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above .

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ... ……....day of ..... at .....
(Signature) _____
(Full name) _____ _____
(Designation) _____
Address _____
_____
Date: _____
Note:

1. This **Insurance surety Bond**/ all further communications relating to **the Insurance Surety Bond** should be forwarded to …… (insert the address of KPCL) only.
2. Insurance surety Bond should be executed on appropriate stamp paper of requisite value.
3. The Issuing Insurance Company shall write the name of Insurance company's controlling Branch/Head office along with contact details like telephone no., e-mail id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that Branch/Head office, if so required.

Appendix 15: Format for Disclosure

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

We hereby declare and confirm that only we are participating in the tender process for the RFP No._____dated …… issued by KPCL and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that we do not have any Conflict of Interest with any other Bidder participating in this RFP.

We further declare and confirm that in terms of the definitions of the RFP, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RFP/PPA including but not limited to cancellation of our response to this RFP and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in

any of the upcoming tenders issued by KPCLfor a period of 2 years from the date of default as notified by KPCL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions the RFP and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RFP, as applicable. We understand that in case of us being selected under this RFP, any of the above certificates is found false, KPCL shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order issued by MNRE vide OM No. 283/59.2024-GRID SOLAR dated 9th December 2024 and the Lists(s) thereunder will be updated by MNRE from time to time,while quoting the tariff in our Financial Proposal.

We further understand that the List-I (Solar PV Modules) and List-II (Solar PV Cells) of ALMM latest list issued/to be issued by MNRE from time to time. We also understand that the Modules and Cells to be procured for this project, shall be from the List-I and List –II of the ALMM MNRE Order applicable on the date of invoicing of such modules and Cells respectively.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order issued by MNRE vide OM No. 283/59.2024-GRID SOLAR dated 9th December 2024 and the Lists(s) thereunder from time to time, including those mentioned above.

Dated the_____day of_____, 20___.
Thanking you,
We remain,
Yours faithfully,
……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

Appendix 15A: Declaration as per OM by Dept. of Expenditure, MoF, GoI

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM F.7/10/2021-PPD(1) dated 23.02.2023

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

Appendix 16: Format of Financial Proposal

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: Financial Proposal for Bid for …….

Dear Sir,

I,_____,
present the Financial Proposal for .....confirming that:

i. I agree to all the terms and conditions set forth in this Tender Document. If awarded the Project, the implementation of the Project shall also conform to the terms and conditions, as well as specifications indicated in the Tender Document and as finally indicated by the Evaluation Committee.
ii. The tariff quoted by us in our Bid is inclusive of all taxes and duties for development, ...
iii. We have submitted our Financial Bid online strictly as per the provisions of the RFP
iv. We agree to abide by the terms and conditions pertaining to e-reverse auction as per the RFP
v. Under no circumstances shall escalation in the prices of this Tender Document shall be entertained.
vi. The tariff quoted herein stand valid for at least **180** days from the date of opening of the Financial Bid.

Dated this _____ day of _____ 20____ (Year)

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

SCHEDULE OF PRICE

All Schedules of Prices to be submitted online only

Submission Due Date: 23/11/2026

(As per Bid Submission Instruction of RFP)

- Appendix 17: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.

- The PBGs/Insurance Surety Bond shall be liable to be encashed wholly or partly at the sole discretion of KPCL, should the Successful Bidder either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to KPCL. In case of premature termination of the contract, the PBG/Insurance Surety Bond will be encashed and KPCL will be at liberty to recover the loss suffered by it from the Successful Bidder .

- KPCL is empowered to recover from the PBG//Insurance Surety Bond through invocation of PBG//Insurance Surety Bond for any sum due and for any other sum that may be fixed by KPCL as being the amount or loss or losses or damages suffered by it due to delay in performance and/or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.

- The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the Successful Bidder, the PBG may be submitted in the name of the Successful Bidder at an earlier date, if the Bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder. PBG shall be submitted separately for each Project.

6.10 Shareholding by the Promoter

- The Bidder shall provide complete information in their Bid in reference to this RFP about its promoters and upon issuance of LoI, the RPD shall provide information about its promoters and their shareholding in the Project/Project Company before signing of PPA with KPCL.

- No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RFP till the execution of the PPA.

- In case of the Successful Bidder itself executing the PPA or through a Project Company, it shall ensure that its shareholding in the Bidding Company/Project Company (SPV) executing

the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the SCSD except with the prior approval of KPCL.

- In the event the Successful Bidder is a Consortium, then the combined shareholding of the consortium members in the Project Company (SPV) executing the PPA, shall not fall below 51% at any time prior to 1 (one) years from the SCSD, except with the prior approval of KPCL.

- Further, the Successful Bidder shall ensure that its promoters shall not cede Control of the Bidding Company/ Consortium/Project Company till 1 (one) year from the SCSD, except with the prior approval of KPCL. Any change in the shareholding after the expiry of 1 (one) year from the SCSD can be undertaken under intimation to KPCL.

6.11 Fraudulent Practices

- The Bidders may please note that KPCL shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit KPCL's office for making such inquiries.

- Any effort by a Bidder to influence KPCL on the Bid evaluation, Bid comparison or contract award decision may result in the rejection of the Bidder's Bid.

--- End of Section ---

Appendix 1: Format for Covering Letter

< On the letterhead of Bidding Company / Lead Member of Consortium>

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

We, the undersigned, have considered and complied with the "Instructions to Bidders" and have accepted the terms stipulated in the RFP documents. The scope of work to be offered by the Bidder shall include but not be limited to …….

Also we have familiarized ourselves with site and project related details. In full cognizance and compliance with these aforesaid conditions and the regulations of local government authorities, we the undersigned do hereby offer for the ……. in the State of Karnataka.

We give our unconditional acceptance to the RFP, dated …….. *[Insert date in dd/mm/yyyy]*, standard PPA document attached thereto, issued by KPCL. In token of our acceptance to the RFP and PPA documents along with the amendments and clarifications issued by KPCL, the same have been digitally signed by us and enclosed with the response to RFP. We shall ensure that the PPA is executed as per the provisions of the RFP and provisions of PPA and shall be binding on us. Further, we confirm that we will commence power supply from full Project capacity as per SCSD specified in PPA.

Our Bid Capacity for the Project is tabulated below:

Sr. no.	Bid Capacity	Location (Village, Tehsil, District) in Karnataka	Interconnection Point/Delivery Point	Proposed CUF#	Project Preference*
1	Solar PV component : …. MW (AC) BESS Component : …… MW/ …… MWh				
2	Solar PV component : …. MW (AC) BESS Component : …… MW/ …… MWh				
..	..	..	..	..	..
Total	Solar PV component : …. MW (AC) BESS Component	-	-	-	-

Sr. no.	Bid Capacity	Location (Village, Tehsil, District) in Karnataka	Interconnection Point/Delivery Point	Proposed CUF#	Project Preference*
	: …… MW/ …… MWh				

Note:

Minimum Capacity Utilisation Factor (CUF) of 19 % AC.

**The preferences of the Projects shall be considered only for the last successful bidder whose total bid capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 40.2 of the RFP*

Our total Bid Capacity is ……. MW (AC) Solar PV and co-located …… MW/ …… MWh BESS [*Insert cumulative capacity proposed*].

We have enclosed EMD of INR ……. (*Insert Amount*), in the form of Bank Guarantee nodated ……. [*Insert date of bank guarantee*] as per Appendix 14 from …… [*Insert name of bank providing bank guarantee*] and valid up to…….in terms of Clause 4.11 of this RFP.

OR

We have enclosed EMD of INR ……. (*Insert Amount*), in the form of Insurance Surety Bond no. … dated ……. [*Insert date of bank guarantee*] as per Appendix 14A from …… [*Insert name of Insurer providing Insurance Surety Bond*] and valid up to…….in terms of Clause 4.11 of this RFP.

(strike off whichever is not applicable).

We hereby declare that in the event we get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG/Insurance Surety Bond, within due time as mentioned in Clause 4.11 of this RFP on issue of LoA by KPCL and/ or we are not able to sign PPA with KPCL within the timeline as stipulated in the RFP, KPCL shall have the right to encash the EMD submitted by us.

In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RFP. Further we will submit a Board Resolution prior to signing of PPA, committing total equity infusion in the SPV as per the provisions of RFP.

We further agree and stipulate as follows:

1. Until the final contract documents are prepared and executed the RFP documents with any modifications, additions, deletions agreed with KPCL(s) and your written acceptance thereof, shall constitute a binding contract between us, upon terms contained in aforesaid documents and the Financial Proposal accompanying the Bid.
3. I/ We understand that you are not bound to accept the lowest of the Bid you may receive.
4. I/ We shall make available to KPCL any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/ We acknowledge the right of KPCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
7. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
8. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
9. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate KPCL of the same immediately.
10. We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or Companies Act 2013.
11. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by KPCL in connection with the selection of Applicants, selection of the Bidder, or in connection

with the selection/ bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

12. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
13. We agree to keep the bidding valid for acceptance for a period of **180** (One Hundred and **Eighty**) days from the due date of this tender (hereinafter referred to as validity period) and the Bid shall not be withdrawn on or after the opening of bidding till the expiration of the validity period or any extension thereof.
14. We also undertake not to vary/modify the Bid during the validity period or any extension thereof.
15. We represent that we have fully satisfied ourselves as to the nature and location of the Project having in mind the general and local conditions and other factors incidental to the performance of the works and the costs thereof.
16. We further represent that from our own investigation of the Site of the Project we have fully satisfied ourselves as to the character, quality and quantity of surface and other conditions to be encountered in the performance of the works and we understand and represent that any failure to acquaint ourselves in respect of these matters and the other factors and conditions as set forth shall not relieve us from any responsibility for estimating properly the difficulty and cost of successfully performing the works.
17. We also acknowledge and accept that you shall not pay for any discontinuance or low performance rate resulting from malfunction of / or inadequacy of our equipment, instruments or personnel.
18. We further represent that we have familiarized ourselves with all the terms and provisions of the various parts of the bidding documents and that in making our Bid, we do not rely upon any representation made by any agent or employee of yourselves in respect of the terms of the bidding documents or the nature of the performance of the works.
19. We submit this Bid with the full understanding that our Bid fully complies with all the terms and conditions of the RFP documents including Bid evaluation criteria and that no deviation/exception to the RFP documents have been taken by us. We also agree that in case we have taken any exceptions/ deviations to the RFP documents, KPCL will be free to reject our offer on account of such exceptions/deviations.

20. Contact Person

Details of the representative to be contacted by KPCL are furnished as under:

Name : ……

Designation : ……

Company : ……

Address : ……

Phone Nos. : ……

Mobile Nos. : ……

E-mail address : ……

Dated this _____ day of _____ 20____ (Year)

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued.

……

Company Rubber Stamp to be affixed

Appendix 2: Format of Power of Attorney as Authorized Signatory

(On a non-judicial stamp paper of appropriate value)

Know all men by these presents, We … (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding the position of ……., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for …… in the state of Karnataka, pursuant to the RFP document no. _____ issued by Karnataka Power Corporation Limited ("KPCL")including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to KPCL, representing us in all matters before KPCL, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with KPCL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with KPCL.

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

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

For……..

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted Notarised

(Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.*
4. *This format for Power of Attorney is for reference and in case a Bidder has a different format approved by their management then the same can submitted.*

Appendix 3: Letter of Consent from Consortium Members

< To be submitted on the letterhead by each Member of the Consortium including the Lead Member >

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

We, the undersigned Member of …….. [Insert name of the Bidding Consortium] have read, examined and understood RFP document no. ……. Dated …. issued by KPCL for ….. in the State of Karnataka. We hereby confirm our concurrence with the Bid, including in particular the Consortium Agreement submitted by …….. [Insert name of the Lead Member] in response to RFP document.

We hereby confirm our commitment to participate in the said Bidding Consortium and invest, if selected as Successful Bidder, ……. % of the total equity in the Project representing the entire amount corresponding to ……..…… % of Consortium [Insert the equity being committed as part of the Consortium Agreement] as per the terms of the Consortium Agreement dated …… and confirm that we have submitted the necessary board resolution for such investment commitment as part of our Bid.

{To be inserted by the Lead Member only} We further confirm that we have submitted legally binding board resolution for the total equity investment obligations in case of any breach of any of the equity investment commitment by any of the Consortium Members, in line with the provisions of the Consortium Agreement dated ……. [Bidder to insert date of Consortium Agreement]

The details of contact person are furnished as under:

Name: ……..

Designation: ……..….

Name of Company: …….

Address: ……

Phone Nos.: ……..

Fax Nos.: …….

E-mail address: ……..

Dated the ……. day of ……. of [20XX]

Thanking you,

Yours faithfully,

……..

…….

(Signature of Authorised Signatory* of Consortium Member (Company Seal)

Name: ……..

Designation: ……

Address: ……..

* Consortium Members (other than Lead Member) shall also submit the respective documents (PoA or copy of board resolution) authorizing the signatory to submit this document.

Appendix 4: 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. ……..…… AND M/s. ……
FOR (……..)

THIS CONSORTIUM AGREEMENT (hereinafter referred to as "**Agreement**") executed on this …… day of ……., Two thousand and [.] 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) and M/s. ……, a company incorporated under the laws of ……. and having its Registered Office at ……(hereinafter called the "**Party 2**" *{add more Parties, if required}*, which expression shall include its successors, executors and permitted assigns) [The Bidding Consortium shall list the name, address of its registered office and other details of all the Consortium Members] for the purpose of submitting Bid in response to RFP and in the event of selection as Successful Bidder, to comply with the requirements as specified in RFP and ensure execution of RFP Documents as may be required to be entered into with the relevant parties to such agreements.

Party 1 and Party 2 *{add more Parties, if required}* are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS KPCL seeks to qualify and select Successful Bidder for …….. and has invited Bids, vide RFP dated ……. [Insert start date of sale of RFP by KPCL] including amendments thereof issued to ……...

AND WHEREAS RFP stipulates that Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in RFP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment in the Project to undertake the ……. as per the provisions of 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 Successful Bidder by KPCL, 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 RFP for self and agent for and on behalf of …… [name of other Member(s) of the Consortium to be filled in here].

2. The Lead Member is hereby authorized by the Member(s) of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of other Member(s).

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each Member 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. The percentage of equity holding of each Member of the Consortium shall be as follows:

Name	Percentage (%) of equity commitment in the Consortium*	Percentage (%) of equity holding in the Project
Party 1	…..	…..
Party 2	……	……
Party…	……	……
Total	100%	[Refer Guidance Note #1]

[***Note to Bidders:** The percentage equity commitment for any Consortium Member cannot be less than ten percent (10%) in the Consortium, and the Lead Member's percentage equity commitment cannot be less than fifty one percent (51%) in the Consortium. Maximum no. of Members in a Consortium cannot exceed 3 including the Lead Member.]

5. In case of any breach of any of the equity investment commitment as specified in the table above under para 4 above by any of the Consortium Members in the Project, the Lead Member shall be liable to meet such equity obligation not met by other Member(s).

6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as mentioned in Annexure-I to this Agreement 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 Bengaluru 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 Bid Security/EMD, as stipulated in RFP, on behalf of the Consortium.

10. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the Bid and shall remain valid unless expressly agreed to the contrary by KPCL.

11. 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 RFP for the purpose of Bid.

12. It is expressly understood and agreed between the Members that the responsibilities and obligations of each Member 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 undertaking the implementation of the Project.

13. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if any of the other Consortium Member(s) fails to perform its obligations under the agreement(s), the same shall be deemed to be a default by the Consortium.

14. 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 KPCL.

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; and

(c) may not be amended or modified except in writing by Parties and with prior written consent of KPCL:

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.

	For and on behalf of Consortium Member (Party 1),

Place for affixation of Common Seal Common Seal of ……. has been affixed in my/ our presence pursuant to the Board of Directors' Resolution dated …… ….	M/s. …… …… ……. (Signature of authorized representative) Name: …… Designation: …….. Place: ……. Date: …… **Witnessed by:** 1. …… (Signature) Name: ……. Designation:……. 2. ……. (Signature) Name: …… Designation: ……..
Place for affixation of Common Seal Common Seal of ……. has been affixed in my/ our presence pursuant to the Board of Directors' Resolution dated …… ….	For and on behalf of Consortium Member (Party 2), M/s. …… …… ……. (Signature of authorized representative) Name: …… Designation: …….. Place: ……. Date: …… **Witnessed by:** 1. …… (Signature) Name: ……. Designation: …….

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

{add more Parties, if required}

Attested by:

…….
(Signature of Notary Public)
Place: …….
Date: ……..

[**Note to Bidders:** The affixation of Common Seal of each Consortium Member shall be affixed under authorization by a board resolution from the Board of such Member and witnessed as provided in the resolution or the Articles of Association of the company]

In the event, Consortium Agreement has been executed outside India, the same needs to be duly apostilled.

Annexure 1 to the Consortium Agreement

Sl.	Name of Consortium Member	Responsibilities under Consortium Agreement
1.	M/s ……. (Lead Member)	
2.	M/s …….. (Member)	
3.	M/s …….. (Member)	
n.	M/s …….. (Member)	

……
(Signature of the Authorised Signatory of Lead Member)
Name of the Authorised Signatory: ……
Designation: ……

Appendix 5: Power of Attorney in the name of Lead Member

[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]

POWER OF ATTORNEY

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……..… [Insert name of the Lead Member] as the Lead Member of the said Consortium. We …….. [Insert name of the Member of the Consortium giving the PoA] 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 Bid against RFP no…… dated …… issued by KPCL including amendments thereof as part of the process for selection of Bidder for …….., for which Bids are now being invited by KPCL.

We also authorize the said Lead Member to undertake the following acts:

(a) To submit on behalf of the Consortium Members, Bid in response to RFP RFP no…… dated …… issued by KPCLincluding amendments thereof;

(b) 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 all RFP Documents.

We, as the Member(s) 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(s) of the Consortium have executed these presents on this…….. day of .....under the Common Seal of our company.

	For and behalf of Consortium Member

Place for affixation of Common Seal	M/s. …… …… (Signature of authorized representative authorized to give this PoA) Name: ..…… Designation: ……. Place: …….. Date: ……
Common Seal of …….. [Insert name of the Executant Member of the Consortium] has been fixed my/ our presence pursuant to the Board of Director's resolution dated ..... [**Note to Bidders:** Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]	

{repeat the above details for signature/ common seal of each of the other Members of the Consortium}

Witnessed by: [Note to Bidders: To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Member of the Consortium]:

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

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

Accepted by:

……..
(Signature of the attorney)
Place: ……..
Date: ……

Specimen signatures of attorney attested

……..
(Signature of Notary Public)
Place: ……
Date: ……..

Note to Bidders:

1. The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant, affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the executant(s) in this regard.

2. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents, such as a Board resolution/ power of attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

3. In case of any Member(s) of the Consortium being a foreign company, the same shall be signed by a person of the rank of Managing Director or Chief Executive Officer on the board of the Company or by any other official duly authorized by the board to give such power of attorney.

4. In the event, Power of Attorney has been executed outside India, the same needs to be duly apostilled in the jurisdiction where it is executed.

Appendix 6: Details of Bidder

[To be submitted on the letterhead of Bidder, and in case of Bidder being a Consortium, by each Member of the Consortium, separately as per this format]

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

.

Sub: RFP Document No. **…… dated ….** for …...

1. Company/AIF Name, Address, Nationality and other details
   (a) Name of the Bidder:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business:

   (e) GST Number (Copy Attached: Yes/No):

   (f) Income Tax Permanent Account No (Copy of PAN Attached: Yes /No):

2. Brief description of company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Status as a Bidder (tick the applicable serial number):
   i. Bidding Company
   ii. Lead Member of the Bidding Consortium
   iii. Member(s) of the Bidding Consortium
4. Details of individual(s) who will serve as the point of contact/ communication for company:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

5. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Phone Number:

   (e) Fax Number:

6. Details regarding available land parcels in Karntaka identified for the Project

   Location: ……

   Coordinates: …..

   Available land area to be purchase/leased/sub-leased:……..

7. Please provide the following documents:

   i. In case of Company, copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable in the case of a foreign company), including their amendments, certified by the company secretary or Authorized Signatory of the Bidding Company/ each Member of the Consortium.

   ii. In case of AIF or FIF, copy of relevant documents as per applicable SEBI regulations or any other regulation of relevant jurisdiction.

   iii. Authority letter in favour of KPCL from the Bidding Company/ each Member of the Consortium (as per format specified in Appendix 6A), authorizing KPCL to seek reference from their respective bankers, lenders, financing institutions and any other person

1. Details of Ownership Structure:

Details of persons owning 10% or more of the total paid up equity of the Bidding Company/ each Member of the Consortium.

Name of the Bidding Company/ Member of the Consortium: ……..

Status of equity holding as on ……..

Sl.	Name of Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Control (%)
1.				
2.				
3.				
4.				
5.				

Notes:

1. Status of equity holding shall be provided not earlier than thirty (30) days prior to Bid Due Date.

2. The above table is to be filled in separately for each Consortium Member, if applicable.

For and on behalf of Bidding Company/ Member of the Consortium

Dated this _____ day of _____ 20____ (Year)

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

……

(Company Rubber Stamp to be affixed)

[In case of Bidding Consortium, to be given separately by each Member]
[To be submitted on Non – judicial stamp paper, duly attested by notary public]

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

The undersigned hereby authorize(s) and request(s) all our Bankers, a list of which is attached herewith (Bidder to provide the list of Bankers), including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by KPCL or their authorized representatives to verify the authenticity of the documents/ information submitted by us for meeting the Qualification Requirements in respect of our Bid for selection of Bidder for …… and/ or regarding our financial standing and general reputation.

For and on behalf of M/s……. [Insert Name of Bidding Company or Member of the Consortium]

……...
(Signature of the authorized representative of the Company)
Name: …….
Designation: ……

……
Company Rubber Stamp

Signature of Notary Public

…….
(Signature)
Place: ……..
Date: ……

[**Note to Bidders:** Bidders to annex to this format, a list of all their bankers as required in this Authorization]

Appendix 7: Technical Qualification Requirement

[To be submitted on the letterhead of Bidding Company/ Lead Member/ other Member(s)]

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

We hereby submit the followind details and documents for meeting the Technical Qualification Requirements under the RFP no……. dated……. Issued by KPCL with amendments thereto.

Solar PV Project Experience

Sr. No.	Name of Client (with name and contact information of Contact Person)	Solar PV Project AC/ DC Capacity (in MW)	Supporting Documents Attached (YES/ No)			
			Copy of LOA or Work order with zero date and completion schedule	Commissioning Certificate or Commissioning Date	Ownership (%) in the Project as on Bid Due Date	CUF Guaranteed Vs Actual of Last Year.
1						
2						
3						
..						
	Total					

- OR -

We hereby certify that we have a technology collaboration/tie-up/supply agreement with an established BESS technology provider or cell/pack manufacturer with a cumulative global track record of supplying at least 500 MWh of grid-interactive BESS capacity for which relevant details and documentary evidence has been submitted herewith our Bid.

BESS Project Experience

Sr. No.	Name of Client (with name and contact information of Contact Person)	BESS Project Capacity (in MWh)	Supporting Documents Attached (YES/ No)			
			Copy of LOA or Work order with zero date and completion schedule	Commissioning Certificate or Commissioning Date	Ownership (%) in the Project as on Bid Due Date	No. of days/years in operation
1						
2						
3						
..						
	Total					

Notes:

- The Bidder shall duly attach the Letter of Award (LOA) from the Client, Commissioning Certificate, and Certificate of Satisfactory Completion of Work from the Client.
- Projects without sufficient documentary evidence of execution, commissioning and completion may not be considered towards technical evaluation of the Bidder as per the discretion of KPCL.

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued

……

(Company Rubber Stamp to be affixed)

[To be submitted on the letterhead of Bidding Company/ Lead Member/ other Member(s)]

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

(A) NET WORTH

[Bidder to submit this format in case of a Bidding Company or Lead Member of a Consortium]

Sub: Bid for selection of Bidder for …….. in response to RFP no. …. dated …… issued by KPCL including amendments thereof

1. [Note: Applicable in case of Bidding Company]

We certify that the [Bidding Entity Name] had a Net Worth of INR ……. Crore or equivalent US$*, computed as per instructions in this RFP in the immediate Financial Year preceding the Bid Due Date [FY 2025-26], based on unconsolidated audited annual accounts.

* Equivalent USD shall be calculated as per provisions of Clause 4.2.3 (ix)

1. [Note: Applicable in case of Bidding Consortium]

We certify that the entities forming part of the Bidding Consortium put together had a minimum Net Worth of INR …….. Crore or equivalent US$* computed as per instructions in RFP in the immediate Financial Year preceding the Bid Due Date [FY 2025-26], based on unconsolidated audited annual accounts (refer Note-2 below).

Sl.	Name of the Consortium Member	Net Worth of Member (INR Crore)	% equity commitment by Member in Project as per Consortium Agreement	Net Worth to be met by Member in proportion to equity commitment (INR Crore)	Whether the Member meets the Networth Requirement?
	(1)	(2)	(3)	(4) = (3) * Total Networth requirement as per RFP	Insert "Yes" if (2) >= (4), else "No"
1.	[Lead Member name]				

Sl.	Name of the Consortium Member	Net Worth of Member (INR Crore)	% equity commitment by Member in Project as per Consortium Agreement	Net Worth to be met by Member in proportion to equity commitment (INR Crore)	Whether the Member meets the Networth Requirement?
2.	[Other Member name]			NA	
TOTAL NET WORTH OF MEMBERS IN THE CONSORTIUM				NA	

*E*ach Member of the Consortium shall necessarily meet at least twenty six percent (26%) of the Net Worth requirement.*

* Equivalent USD shall be calculated as per provisions of Clause 4.2.3 (ix);

Yours faithfully

Dated this _____ day of _____ 20____ (Year)

Signature: _____

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued

……

(Company Rubber Stamp to be affixed)

……..
(Signature and Stamp of Statutory Auditor of Bidding Company/ Lead Member of Consortium)
Name: ……
Date: ……

Place: …….

[Note to Bidders: Instead of signing on this format, Statutory Auditor of Bidding Company/ Lead Member of Consortium may provide a separate computation of Net Worth on its letterhead duly signed and stamped.]

Note to Bidders:

1. Along with the above format, in a separate sheet, please provide details of computation of Net Worth duly certified by Statutory Auditor.

2. Audited consolidated annual accounts of Bidder may be used as per Clause 4.2.3 (vii) of the RFP.

For Bidding Company/Member, Bidder to submit the authorization letter from the Member in the form of PoA/copy of board resolution authorizing the signatory.

(B) AVERAGE ANNUAL TURNOVER

[Bidder to submit this format in case of a Bidding Company or Lead Member of a Consortium]

Sub: Bid for selection of Bidder for …….. in response to RFP no. …. dated …… issued by KPCL including amendments thereof

1. [Note: Applicable in case of Bidding Company]

We certify that the [Bidding Entity Name] had a Average Annual Turnover of INR …… Crore or equivalent US$*, computed as per instructions in this RFP over the last three (3) financial years preceding the Bid Due Date – viz. [FY 2023-24, FY 2024-25 and FY 2025-26], based on unconsolidated audited annual accounts.

* Equivalent USD shall be calculated as per provisions of Clause 4.2.3 (ix).

2. [Note: Applicable in case of Bidding Consortium]

We certify that the entities forming part of the Bidding Consortium put together had a Average Annual Turnover of INR …….. Crore or equivalent US$* computed as per instructions in RFP over the last three (3) financial years preceding the Bid Due Date – viz. [FY 2023-24, FY 2024-25 and FY 2025-26], based on unconsolidated audited annual accounts (refer Note-2 below).

Sl.	Name of the Consortium Member	Average Annual Turnover of Member (INR Crore)	% equity commitment by Member in Project as per Consortium Agreement	Average Annual Turnover to be met by Member in proportion to equity commitment (INR Crore)	Whether the Member meets the Average Annual Turnover Requirement
	(1)	(2)	(3)	(4) = (3) * Total Average	Insert

Sl.	Name of the Consortium Member	Average Annual Turnover of Member (INR Crore)	% equity commitment by Member in Project as per Consortium Agreement	Average Annual Turnover to be met by Member in proportion to equity commitment (INR Crore)	Whether the Member meets the Average Annual Turnover Requirement
				Annual Turnover Requirement as per RFP	"Yes" if (2) >= (4), else "No"
1.	[Lead Member name]				
2.	[Other Member name]				
SUM OF AVERAGE ANNUAL TURNOVER OF THE CONSORTIUM					

*E*ach Member of the Consortium shall necessarily meet at least twenty six percent (26%) of the Annual Turnover requirement.*

* Equivalent USD shall be calculated as per provisions of Clause 4.2.3 (ix);

Yours faithfully

Dated this _____ day of _____ 20____ (Year)

Signature: _____

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued

……

(Company Rubber Stamp to be affixed)

……..
(Signature and Stamp of Statutory Auditor of Bidding Company/ Lead Member of Consortium)
Name: ……
Date: ……
Place: …….
[Note to Bidders: Instead of signing on this format, Statutory Auditor of Bidding Company/ Lead Member of Consortium may provide a separate computation of Average Annual Turnover on its letterhead duly signed and stamped.]
Note to Bidders:

1. Along with the above format, in a separate sheet, please provide details of computation of Average Annual Turnover duly certified by Statutory Auditor.

2. Audited consolidated annual accounts of Bidder may be used as per Clause 4.2.3 (vii) of the RFP.

For Bidding Company/Member, Bidder to submit the authorization letter from the Member in the form of PoA/copy of board resolution authorizing the signatory

(C) ACI

[To be submitted by the other Member(s) being an AIF or FIF in case of a Bidding Consortium, on its letterhead]

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

Sub: Bid for ……. in response to RFP no. ….. dated …… issued by KPCL including amendments thereof.

We certify that the [name of AIF or FIF] had a minimum ACI equal to INR …….. Crore# or equivalent US$* computed as per instructions in RFP at the close of immediately preceding financial year.

Sl.	Name of the [AIF or FIF]	ACI (INR Crore)#
1.		

* Equivalent US$ shall be calculated as per provisions of Clause 4.2.3 (ix).

#ACI shall be as on a date that is not more than three (3) months prior to the Bid Due Date and shall be accompanied by certificate issued by Statutory Auditor (or such other certificate in the relevant jurisdiction).

Yours faithfully

……
(Signature and stamp of authorized signatory of AIF or FIF)
Name: ……..
Date: ……..
Place: ……

……..
(Signature and Stamp of Auditor of AIF or FIF)
Name: ……
Date: ……
Place: …….

Note to Bidders:

AIF or FIF shall provide certificate (specifying methodology adopted) issued by Statutory Auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than three (3) months prior to the Bid Due Date

Appendix 9: Undertaking

(To be submitted on the letterhead of the Bidding Company/each Consortium Member)

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Dear Sir,

We, hereby provide this undertaking to Karntaka Power Corporation Limited (KPCL), in respect to our response to RFP No. _____dated_____issued by KPCL, that as on _____(insert bid submission deadline), M/s _____ (insert name of the Bidder), or any of our Affiliates is not a willful defaulter to any lender. We further undertake that as on _____(insert bid submission deadline), M/s _____ (insert name of the Bidder) & any of our Affiliates, their directors have not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

We further declare that we are not ineligbible on account of any corrupt or fraudulent practices and are not currently blacklisted/debarred by any Central/State Government department, PSU, or power utility in India.

Dated this _____ day of _____ 20____ (Year)

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on …… [*Insert date*], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr/ Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RFP vide RFP No ….. dated ….. issued by Karnataka Power Corporation Limited (KPCL) ……for ……, including signing and submission of all documents and providing information/ response to RFP to KPCL, representing us in all matters before KPCL, and generally dealing with KPCL 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 or Companies Act, 2013, as applicable 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 or Companies Act, 2013, as applicable 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 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 Consortium Agreement. (***To be provided by each Member of the Bidding Consortium including 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 Company, 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***]

Certified True Copy

…….

(Signature, Name and Stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

3) 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 or Companies Act, 2013 as applicable 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.

Appendix 11: Declaration on Bidder's relation to Directors

Date:

To,

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: Declaration of relationship with Directors/any other employee/associates.

Dear Sir,

This has reference to our proposed tender (RFP no. …… dated ….) regarding Bid for ……

For the purpose of Section 297/299 of the Companies Act, 1956 we certify that to the best of my/our knowledge;

i) I am not a relative of any Director of KPCL;
ii) We are not a firm in which a Director of KPCL or its relative is a partner;
iii) I am not a partner in a firm in which a Director of KPCL, or its relative is a partner;
iv) We are not a private company in which a Director of KPCL is a member or director;
v) We are not a company in which Directors of KPCL hold more than 2% of the paid-up share capital of our company or vice-versa.

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

Appendix 12: Format of Authorization by Parent Company/Affiliate

[On the Official Letterhead of the Parent Company/Affiliate whose financial credentials have been used to meet the Financial Qualification Requirement(s)]

[Reference No.]

From: [Name of Parent Company/Affiliate]

[Address of Parent Company/Affiliate]

[Date]

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: Authorization of use of financial capability of M/s …… (Parent Company/Affiliate) by M/s ……..(Bidding Company/Member)

Ref: Request for Proposal for ……

Dear Sir,

A. With reference to RFP No……., we confirm that we hold..... [Insert percentage of share held in words] percent ([Insert percentage of share held in figures] %) share in M/s. ..... [Insert Name of the Bidder].

B. We confirm that M/s. ..... [Insert Name of the Bidder] is authorized by us to use our financial capability for meeting the financial criteria as specified in the Tender, meeting all the provisions including but not limited to terms and conditions of the Tender and undertaking the scope of work.

C. We further confirm that we shall by jointly and severely be held responsible for the performance of M/s. ..... [Insert Name of the Bidder] as per the various provisions including but not limited to the terms and conditions in undertaking the scope of work.

D. We have carefully read and examined in detail the RFP no…. dated …. Issued by KPCL with amendments thereof and confirm that all the equity investment obligations of M/s……. [Insert Name of Bidding Company/ Consortium Member],

shall be deemed to be our equity investment obligations and in the event of any default by the M/s……. [Insert Name of Bidding Company/ Consortium Member], the same shall be met by us.

E. Our financial summary is attached as a part of the Bid submitted by..... [Insert Name of the Bidder] as per the appropriate format indicated in the Tender.

For and on behalf of..... [Insert Name of Parent Company/Affiliate]

[Signature and Stamp of any Whole-Time Director]

Name: [Insert name of the Whole-Time Director]

Place: [Insert Place]

Date: [Insert Date]

[NOTE:

A. The Authorization of use of financial capability by Parent Company shall be supported by a specific Board Resolution of the Parent Company/Affiliate satisfactorily conveying the same.]

Appendix 13: Format of Summary of Audited Financial Statements

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: Summary of Financial Statement

Ref: Request for Proposal for …….

Dear Sir,

This is to certify that ..... *[Insert name of Bidder]* (The "Bidder") having its Registered Office at..... *[Insert Registered Address of the Bidder]* with PAN No. ..... *[Insert PAN No. of the Bidder]* is in the business of..... *[Insert briefly the nature of the business]*, has recorded the following turnovers and net worth:

Financial Year	Turnover (in INR)	Net Worth (in INR)	For Official Use Only
			Audited Statement Attached?
2023-24			Yes / / No
2024-25			Yes / No
2025-26			Yes / No

All figures indicated herein have arrived from the Audit Reports of the Bidder duly submitted to the Income Tax Department.

In addition, we have submitted the duly computed sheet for computation of Networth separately.

All figures indicated herein are calculated as per the guidelines mentioned in the Tender.

Sincerely yours,



.....

[Official seal of the Chartered Accountant]

[Insert Name of the Chartered Accountant]

Date: [Insert Date]

[Insert address and contact information of the Chartered Accountant]

Place: [Insert Place]

NOTES:

A. If the Bidder is seeking financial qualification based on the financial standing of the Parent Company/Affiliate, then a similar certificate summarizing the financial statement of the Parent Company/Affiliate shall be attached by the Bidder as a part of the Bid.
B. All audited statements to be attached by the Bidder as a part of the Bid.

Appendix14 : Format of Bank Guarantee for EMD

[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]

Reference No. ……. Bank Guarantee No. ……. Dated: …….

EMD BANK GUARANTEE FORMAT FOR TENDER /RFP No._____

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.….)

WHEREAS M/s. _____
(Name and Address of the Bidder) having their registered Office at _____ (Address of the Bidder's registered Office) (hereinafter called the Bidder) wish to participate in the Tender No._____ dated …. for _____ by submitting a Bid of the capacity of ……. MW (Solar) and …….. MW/MWh (BESS) [*Insert Contract capacity proposed*] for supply of power therefrom on a long term basis to Karnataka Power Corporation Limited (hereinafter referred to as KPCL) and WHEREAS a Bank Guarantee of Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee) which is required to be submitted by the Bidder along with the Bid to KPCL.

We, _____
(Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby gives this Bank Guarantee No. _____
dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from Karnataka Power Corporation Limited (KPCL) or any Officer authorized by it in this behalf any amount not exceeding Rs._____ (amount of EMD) (Rupees _____ _____) (in words) to the said Karnataka Power Corporation Limited (KPCL) on behalf of the Bidder.

We, _____ (Name of the Bank) also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Bank Guarantee by the Bidder to KPCL , required as per the provisions of Tender no… dated …., would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by KPCL in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by KPCL.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the firm of Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Bidder and Karnataka Power Corporation Limited (KPCL).

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until

_____ [*insert date of validity of Guarantee*]. KPCL shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause 4.11 of RFP].*

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bengaluru 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 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 KPCL 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 or to enforce any security held by KPCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

NOT WITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees _____ (in words). Our Guarantee shall remain in force till _____ (date of validity of the Guarantee).

Place:

Date:

(Please mention here complete Postal Address of Bank with Branch Code, Signature of the Bank's authorized Signatory Telephone and Fax Nos) with official seal.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

5. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
6. The Bank Guarantee by Bidder will be given from Nationalized/Scheduled bank as per Appendix 17 only.
7. This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to ……. only.
8. The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.

Appendix24A: Format of Insurance Surtey Bond for EMD

[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]

Reference No. ……. Insurance Surety Bond No. ……Date: …….

To,
……
…….
…….

WHEREAS M/s. _____
(Name and Address of the Bidder) having their registered Office at _____ (Address of the Bidder's registered Office) (hereinafter called the Bidder) wish to participate in the Tender/RFP No._____ dated …. for _____ by submitting a Bid of the capacity of ……. MW (Solar) and …….. MW/MWh (BESS) [*Insert Contract capacity proposed*] for supply of power therefrom on a long term basis to Karnataka Power Corporation Limited (hereinafter referred to as KPCL) and WHEREAS under the RFP, Bidder is required to submit EMD of Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee) along with the Bid to KPCL.

And WHEREAS, as per RFP no. …… dated…… issued by KPCL with amendments thereof, Bidder is allowed to submit an Insurance Surety Bond in lieu of Bank Guarantee for EMD.

We, the ……. [Name of the Insurer] registered under the laws of India having our Head Office at ……. [address of the Insurer] **are registered with Insurance Regulatory and Development Authority of India (IRDAI).**

As per the terms of the RFP, we _____ [Name of the Insurer] hereby agrees unequivocally, irrevocably and unconditionally to pay to KPCL at [*Insert Name of the Place from the address of the KPCL]* forthwith on demand in writing from KPCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value of Insurance Surety Bond] only, on behalf of M/s _____ [*Insert name of the selected RE Power Developer/ Project Company*].

We, the ……. [Name of the Insurer] guarantee and undertake to pay immediately on the first demand in writing by Karnataka Power Corporation Limited, (hereinafter called KPCL) the amount of Rs. …… without any reservation, protest, demand and recourse. Any such demand made by KPCL shall be conclusive and binding on us irrespective of any dispute or difference raised by the M/s _____ [*Insert name of the Bidder*] and/or any right/remedy available to the M/s _____ [*Insert name of the Bidder*] in terms thereof.

This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder and shall remain valid, binding and operative against the **Insurer.**

The **Insurer** also agrees that KPCL at its option shall be entitled to enforce this Guarantee **(Unconditional Insurance Surety Bond)** against the **Insurer** in the first instance, without proceeding against the Bidder.

This Insurance surety bond shall not be discharged by any change in our constitution, in the constitution of employer or that of the Bidder.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(Insert validity). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from the Bidder on whose behalf this Insurance Surety Bond is issued.

The **Insurer** confirms that this guarantee has been issued with observance of appropriate laws of India and as per applicable rules and regulations of Insurance Regulatory and Development Authority of India (IRDAI).

The **Insurer** also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of courts of Bengaluru.

This guarantee shall be valid and binding on the Insurer up to and including ……. and shall not be terminable by notice or any change in the constitution of the Insurer or the term of contract 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.

The Insurer hereby agrees to waive rights of subrogation against KPCL and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above .

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ... ……....day of ..... at .....
(Signature) _____
(Full name) _____ _____
(Designation) _____
Address _____
_____
Date: _____
Note:

4. This **Insurance surety Bond**/ all further communications relating to **the Insurance Surety Bond** should be forwarded to …… (insert the address of KPCL) only.
5. Insurance surety Bond should be executed on appropriate stamp paper of requisite value.
6. The Issuing Insurance Company shall write the name of Insurance company's controlling Branch/Head office along with contact details like telephone no., e-mail id and full

correspondence address in order to get the confirmation of Insurance Surety Bond from that Branch/Head office, if so required.

Appendix 15: Format for Disclosure

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

We hereby declare and confirm that only we are participating in the tender process for the RFP No._____dated …… issued by KPCL and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that we do not have any Conflict of Interest with any other Bidder participating in this RFP.

We further declare and confirm that in terms of the definitions of the RFP, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RFP/PPA including but not limited to cancellation of our response to this RFP and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in

any of the upcoming tenders issued by KPCLfor a period of 2 years from the date of default as notified by KPCL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions the RFP and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RFP, as applicable. We understand that in case of us being selected under this RFP, any of the above certificates is found false, KPCL shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order issued by MNRE vide OM No. 283/59.2024-GRID SOLAR dated 9th December 2024 and the Lists(s) thereunder will be updated by MNRE from time to time,while quoting the tariff in our Financial Proposal.

We further understand that the List-I (Solar PV Modules) and List-II (Solar PV Cells) of ALMM latest list issued/to be issued by MNRE from time to time. We also understand that the Modules and Cells to be procured for this project, shall be from the List-I and List –II of the ALMM MNRE Order applicable on the date of invoicing of such modules and Cells respectively.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order issued by MNRE vide OM No. 283/59.2024-GRID SOLAR dated 9th December 2024 and the Lists(s) thereunder from time to time, including those mentioned above.

Dated the_____day of_____, 20___.
Thanking you,
We remain,
Yours faithfully,

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

Appendix 15A: Declaration as per OM by Dept. of Expenditure, MoF, GoI

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM F.7/10/2021-PPD(1) dated 23.02.2023

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: …….

Dear Sir,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

To

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited
Head Office, No-3, 2nd Floor,
Green Building Drug control Office Premises,
Palace Road, Bengaluru, Karnataka – 560001

Sub: Financial Proposal for Bid for …….

Dear Sir,

I,_____,
present the Financial Proposal for .....confirming that:

vii. I agree to all the terms and conditions set forth in this Tender Document. If awarded the Project, the implementation of the Project shall also conform to the terms and conditions, as well as specifications indicated in the Tender Document and as finally indicated by the Evaluation Committee.

viii. The tariff quoted by us in our Bid is inclusive of all taxes and duties for development, ...

ix. We have submitted our Financial Bid online strictly as per the provisions of the RFP

x. We agree to abide by the terms and conditions pertaining to e-reverse auction as per the RFP

xi. Under no circumstances shall escalation in the prices of this Tender Document shall be entertained.

xii. The tariff quoted herein stand valid for at least **180** days from the date of opening of the Financial Bid.

Dated this _____ day of _____ 20____ (Year)

……

(Signature and seal of the Authorised Signatory)

Name of the Authorised Signatory: ……

Designation: ……

Address: …….

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney/ Board Resolution as per Clause 5.4 (Sr. no. 2) is issued]

……

(Company Rubber Stamp to be affixed)

SCHEDULE OF PRICE

All Schedules of Prices to be submitted online only

Submission Due Date: 23/11/2026

(As per Bid Submission Instruction of RFP)

Appendix 17: List of Banks (for Bank Guarantee)

Bank Guarantee from the following Banks will be acceptable for KPCL

SCHEDULED PUBLIC SECTOR BANKS (INDIAN)	SCHEDULED FOREIGN BANKS
1.	1.
SCHEDULED PRIVATESECTOR BANKS (INDIAN)	

- The Bank Guarantee submitted should have the clear one time validity in all respect and up to the completion period. If by any reason the contract period is extended, the Bidder shall undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which KPCL will be at liberty to encash the same.

Appendix 18: Format of Bank Guarantee for Performance Bank Guarantee

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]

Reference No. ……. Bank Guarantee No. ……Date: …….

In consideration of the _____ [*Insert name of the Selected Bidder*] (hereinafter referred to as 'Selected Bidder') submitting the response to RFP inter alia for …… [*Insert title of the* RFP] of the Contracted Capacity of ……. MW (Solar), ……. MW/MWh (BESS) [*enter Contracted Capacity as per the PPA*] through setting up of ……. MW (Solar), ……. MW/MWh (BESS) [*Insert committed Installed Capacity as per the PPA*] of Installed Capacity, at ……*[Insert name of the Project location(s)*], for supply of power there from on long term basis, in response to the RFP dated…… issued by Karnataka Power Corporation Limited (hereinafter referred to as KPCL) and KPCL considering such response to the RFP of ……[*Insert name of the Selected Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) loper and issuing Letter of Award No. _____ to _____ (*Insert Name of Selected Bidder*) as per terms of RFP and the same having been accepted by the Selected Bidder resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from Project/ Project Company, M/s _____ [a Special Purpose Vehicle (SPV) formed by *Selected Bidder* for this purpose].

As per the terms of the RFP, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to KPCL at [*Insert Name of the Place from the address of the KPCL]* forthwith on demand in writing from KPCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value of Performance Bank guarantee] only, on behalf of M/s _____ [*Insert name of the selected RE Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including ……. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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 INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until……. KPCL shall be entitled to invoke this Guarantee till ……..

The Guarantor Bank hereby agrees and acknowledges that KPCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected RE Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require KPCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against KPCL in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bengaluru 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 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 KPCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected RE Power Developer/ Project Company, to make any claim against or any demand on the selected RE Power Developer/ Project Company or to give any notice to the selected RE Power Developer/ Project Company or to enforce any security held by KPCL or to exercise, levy or enforce any distress, diligence or other process against the selected RE Power Developer/ Project Company.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to KPCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by KPCL to any entity to whom KPCL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until ……. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if KPCL serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ *[Insert Name and Address of the Bank*] __

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. …….

Signature

Name and Address

2. …….

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Bank Guarantee by Bidder will be given from Nationalized/Scheduled bank as per Appendix 17 only.

Appendix38A : Format of Insurance Surety Bond for Performance Bank Guarantee

[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]

Reference No. ……. Insurance Surety Bond No. ……Date: …….

To,
……
…….
…….

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Selected Bidder') submitting the response to RFP inter alia for …… [*Insert title of the* RFP] of the Contracted Capacity of ……. MW (Solar), ……. MW/MWh (BESS) [*enter Contracted Capacity as per the PPA*] through setting up of ……. MW (Solar), ……. MW/MWh (BESS) [*Insert committed Installed Capacity as per the PPA*] of Installed Capacity, at ……*[Insert name of the Project location(s)*], for supply of power there from on long term basis, in response to the RFP dated…… issued by Karnataka Power Corporation Limited (hereinafter referred to as KPCL) and KPCL considering such response to the RFP of ……[*Insert name of the Selected Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the RE Power Developer and issuing Letter of Award No. _____ to _____ (*Insert Name of Selected Bidder*) as per terms of RFP and the same having been accepted by the Selected Bidder resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from Project/Project Company, M/s _____ [a Special Purpose Vehicle (SPV) formed by *Selected Bidder* for this purpose].

We, the ……. [Name of the Insurer] registered under the laws of India having our Head Office at ……. [address of the Insurer] **are registered with Insurance Regulatory and Development Authority of India (IRDAI).**

As per the terms of the RFP, we _____ [Name of the Insurer] hereby agrees unequivocally, irrevocably and unconditionally to pay to KPCL at [*Insert Name of the Place from the address of the KPCL]* forthwith on demand in writing from KPCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value of Insurance Surety Bond] only, on behalf of M/s _____ [*Insert name of the selected RE Power Developer/ Project Company*].

We, the ……. [Name of the Insurer] guarantee and undertake to pay immediately on the first demand in writing by Karnataka Power Corporation Limited, (hereinafter called KPCL) the amount of Rs. …… without any reservation, protest, demand and recourse. Any such demand made by KPCL shall be conclusive and binding on us irrespective of any dispute or difference raised by the /s _____ [*Insert name of the selected RE Power Developer/ Project Company*] and/or any right/remedy available to the /s

_____ [*Insert name of the selected RE Power Developer/ Project Company*] in terms thereof.

This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the _____ [*Insert name of the selected RE Power Developer/ Project Company*] and shall remain valid, binding and operative against the **Insurer.**

The **Insurer** also agrees that KPCL at its option shall be entitled to enforce this Guarantee **(Unconditional Insurance Surety Bond)** against the **Insurer** in the first instance, without proceeding against the _____ [*Insert name of the selected RE Power Developer/ Project Company*].

This Insurance surety bond shall not be discharged by any change in our constitution, in the constitution of employer or that of the _____ [*Insert name of the selected RE Power Developer/ Project Company*].

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(Insert validity). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from /s _____ [*Insert name of the selected RE Power Developer/ Project Company*] on whose behalf this Insurance Surety Bond is issued.

The **Insurer** confirms that this guarantee has been issued with observance of appropriate laws of India and as per applicable rules and regulations of Insurance Regulatory and Development Authority of India(IRDAI).

The **Insurer** also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of courts of Bengaluru.

This guarantee shall be valid and binding on the Insurer up to and including ……. and shall not be terminable by notice or any change in the constitution of the Insurer or the term of contract 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.

The Insurer hereby agrees to waive rights of subrogation against KPCL and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above .

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ... ……...day of ..... at .....
(Signature) _____
(Full name) _____ _____
(Designation) _____
Address _____
_____
Date: _____

Note:
1) This **Insurance surety Bond**/ all further communications relating to **the Insurance Surety Bond** should be forwarded to …… (insert the address of KPCL) only.
2) Insurance surety Bond should be executed on appropriate stamp paper of requisite value.
3) The Issuing Insurance Company shall write the name of Insurance company's controlling Branch/Head office along with contact details like telephone no., e-mail id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that Branch/Head office, if so required.

Appendix 19: Format for Pre-Bid Queries

Sr.	Clause No.	Page No.	Bidder's Query

Annexure-A1: Special Instructions for Bidders for e-tendering and Reverse auction

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RFP Documents. Submission of Online Bids is mandatory for this RFP. e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Karnataka Power Corporation Limited (KPCL) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited https://www.bharat-electronictender.com through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

a. Procure a Class III Digital Signing Certificate (DSC).
b. Register on ElectronicTender System® (ETS)
c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
d. View Notice Inviting Tender (NIT) on ETS
e. For this tender -- Assign Tender Search Code (TSC) to a MA
f. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

g. Clarification to Tender Documents on ETS
    i. Query to KPCL (Optional)
    ii. View response to queries posted by KPCL
h. Bid-Submission on ETS i. Attend Public Online Tender OpeninG Event (TOE) on ETS
    i. Opening of relevant Bid-Part
i. Post-TOE Clarification on ETS (Optional)
    i. Respond to KPCL Post-TOE queries
j. Participate in e-Reverse Auction if invited

For participating in this tender online, the following instructions are to be read carefully. These
instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

Registration

To use the ElectronicTender® portal https://www.bharat-electronictender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RFP & other documents after login into the e-tendering Portal of ISN-ETS https://www.bharat-electronictender.com. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS

within the specified period of downloading of RFP and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS UserGuidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e., Monday to Friday except Government Holidays)
Email-ID	support@isn-ets.com [Please mark CC:support@electronictender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Techno-commercial-Bid)
  - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 5.3 and Clause 5.4 of the RFP, failing which the technical bids will not be opened. Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind

any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ets in a multidimensional manner. Starting with 'acceptance of registration by the service provider', provision for security has been made at various stages in electronic tender's software. Specifically, for bid submission, some security related aspects are outlined below: as part of the electronic encrypted® functionality, the contents of both the 'electronicforms®' and the 'main-bid' are securely encrypted using a pass-phrase created by the bidder himself. Unlike a 'password', a pass-phrase can be a multi-word sentence with spaces between words (e.g., i love this world). A pass-phrase is easier to remember, and more difficult to break. It is mandatory that a separate pass-phrase be created for each bid-part. This method of bidencryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use public-key of the specified officer of a buyer organization for bid-encryption. Bid-encryption in ets is such that the bids cannot be decrypted before the public online tender opening event (toe), even if there is connivance between the concerned tender-opening officers of the buyer organization and the personnel of e-tendering service provider.

Caution: All bidders must fill electronicforms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the electronicforms® and the corresponding main-bid. For transparency, the information submitted by a bidder in the electronicforms® is made available to other bidders during the online public toe. If it is found during the online public toe that a bidder has not filled in the complete information in the electronicforms®, the toe officer may make available for downloading the corresponding main-bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.** In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box'

is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by KPCL.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to KPCL in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e., Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to KPCL's office for the Public Online TOE, if applicable for the RFP.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of the 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading', as per

the NIT configured by the bidding agency. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal https://www.bharat-electronictender.com, and go to the User-Guidance Center The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS

Specifically, for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

   Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. 6.
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the passphrase submitted by bidder, KPCL may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new PassPhrase(s). If bidder fails to submit correct pass-phrase immediately as requested by KPCL, the bid shall not be opened, and EMD shall be refunded.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

   NOTE: While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the eReverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.
6. **Note:** Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.
7. **Pre-requisite for participation in bidding process**
   - Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal. ¬
   - The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
   - A valid e-mail ID of the Organization/ Firm

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), KPCL shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section5 and other provisions of Reverse Auction in RFP Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RFP document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RFP document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RFP document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant KPCL guidelines, shall be initiated by KPCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of KPCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.

9. Bidders should also note that:
    a. Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid during reverse auction.
    b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of KPCL, bid process, bid technology, bid documentation and bid details.
    c. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
    d. Technical and other non-commercial queries (not impacting price) can only be routed to the KPCL contact personnel indicated in the RFP document.
    e. Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and KPCL.
    f. LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
    g. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in this Annexure.
    h. Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
    i. KPCL will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder’s end.
    j. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction

10. . For access to the Reverse Auction site, the following URL is to be used: https://www.bharat-electronictender.com.

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RFP documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2	Duration of Reverse-Auction Bidding Event	30 minutes
3	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	8 Minutes
3.2	Automatic extension Time-Duration	8 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by KPCL on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. During the Reverse Auction, any requests for extension of time will not be considered by KPCL. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse

Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. KPCL shall not be responsible for such eventualities. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc. KPCL reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason. KPCL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of KPCL shall be binding on the bidders. Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RFP document and other correspondences, if any, till datE

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