Request for Selection (RfS) Document

for

Selection of RE Power Developers for Supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects with Energy Storage System in India under Tariff based Competitive Bidding

RfS No.: TPCD/FDRE/FY26/301

ISSUED BY:

The Tata Power Company Limited

(Tata Power-D)
Power System Control Centre, Station-A,
1st Floor, Tata Power Co. Ltd.
Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

DISCLAIMER

1) Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of Tata Power-D immediately.
2) If no intimation is received from any bidder within **21 (Twenty-One) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
3) Tata Power-D reserves the right to modify, amend or supplement this document.
4) This RfS document has been prepared in good faith, and on best endeavor basis. Neither Tata Power-D nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
5) In case of any discrepancy in the documents uploaded on the website of Tata Power-D, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: Mumbai **Date:** 29.04.2025

SECTION I:
INVITATION FOR BIDS

SECTION-I: INVITATION FOR BIDS

1.1 INTRODUCTION

1.1.1. Tata Power-D (hereinafter referred to as "Tata Power-D" or the "Buyer" or the "Procurer") is a licensed electricity distribution company and a part of Tata Power Company Limited. Tata Power-D is engaged in the distribution of electricity and is committed to integrating renewable energy into its power procurement portfolio, in alignment with national renewable energy targets and sustainability objectives.

1.1.2. With the intervention of Government of India, the risks associated with solar and wind power sector have been brought down through measures as advanced arrangement of land and evacuation through solar parks, green energy corridors, a secure and standardized PPA for 25 years with elaborate mechanism for risk apportionment and compensations, payment security, etc.

1.1.3. Such de-risking of renewable energy (RE) sector, coupled with advancement of technologies and economies of scale has resulted in bringing down the tariffs in solar and wind power sector thereby aiding in rapid deployment of solar and wind capacity in the country.

1.1.4. However, the intermittent and variable nature of renewable energy and low- capacity utilization of the transmission system needs to be addressed. The problem will get pronounced with the addition of largescale renewable capacity. In order to manage the infirm nature of power, electricity distribution companies (DISCOMs) are procuring balancing power to provide grid stability and meeting their requirements during hours/periods of non-availability of renewable energy (RE).

1.1.5. The developments in renewable energy sector, an increased demand for 'green power' and a vision for realizing 'true' energy independence for the country, present a case for supply of round-the clock/demand based renewable power to the distribution companies (DISCOMs). Such power shall have elements of 'firmness' as well as 'dispatchability'. The objective is to cater to the off-taker's requirements based on demand completely from RE sources.

1.1.6. With the objective to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding, 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" dated 09.06.2023. These Guidelines have been issued under section 63 of the Electricity Act, 2003 to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding. This RfS 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 RfS.

1.1.7. As part of the above scheme, Tata Power-D hereby invites proposals for Selection of RE Power Developer of Supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects with Energy Storage System in India under Tariff based Competitive Bidding, on Build-Own-Operate (BOO) basis. Tata Power-D shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The RfS and PPA document is available for download from the ISN- ETS portal https://www.bharat-electronictender.com and Tata Power-D's website www.tatapower.com

1.1.8. 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 Tata Power-D for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. Tata Power-D 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.

1.1.9. No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

1.1.10. Capacity Offered:

The minimum quantum of power that can be offered by the Bidder shall be 50 MW and the maximum quantum of power shall be 250 MW. The total cumulative capacity of power to be awarded under this RfS shall be 250 MW.

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 250 MW, in the prescribed formats. However, for Projects located in North-Eastern States or Projects connected to Maharashtra InSTS, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 25 MW. The Contracted Capacity shall be quoted in multiple of 10 MW only.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

1.1.11. Bidders, including its Affiliates, 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 will be given the benefit of a longer duration of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD). Bidders, including its Affiliates, who have already set up capacity or who have spare untied capacity (that is unencumbered from any power supply commitments or power purchase agreements) and is available for augmenting the proposed RE power under this RfS may also participate in the bid.

For avoidance of any doubt, it is clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the Bidder, for supply of power.

1.1.12. The bidders will be selected by the process of e-bidding (Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid) to be followed by e-reverse auction process for selection of bidders. For conducting electronic tendering, Tata Power-D is using the portal https://www.bharat- electronictender.com (i.e. ETS Portal) of M/s ISN Electronic Tender Services Ltd. The portal is also referred to as Electronic Tender System® (ETS).

1.2 INVITATION FOR BIDS

On behalf of The Tata Power Company Limited (Tata Power-D), ONLINE e-Tender Enquiry under Single Stage Two Envelope Bidding Process (Technical Bid & Financial Bid) are hereby invited from the RE Power Developers (RPDs)/ RE Power Generators (REPGs) who are meeting the Qualification Requirements (QR) stipulated at Section IV for Selection of RE Power Developers for Supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects with Energy Storage System in India under Tariff-based Competitive Bidding, on Build-Own-Operate (BOO) basis. Tata Power-D shall enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) selected based on this RfS for purchase of RE Power / FDRE Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from ISN-ETS portal https://www.bharat-electronictender.com.and TPC's website www.tatapower.com.

1.3 BID INFORMATION SHEET:

Sr.No.	Description	
1.	RfS No.	TPCD/FDRE/FY26/301
2.	RfS Date	29.04.2025
3.	Name of Work	Selection of RE Power Developers for Supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects with Energy Storage Systems in India under Tariff- based Competitive Bidding, on Build-Own-Operate (BOO) basis
4.	Mode of Tender	Open e-Tender (Single Stage tow Envelope system).
5.	Document Fee/Cost of RfS Document (Non-refundable)	Amount: INR 25000 + 18% GST to be submitted through NEFT/ RTGS transfer in the account of Tata Power-D, along with the response to RfS.
6.	Bid Processing Fee	INR 2 Lakh + 18% GST for each Project, to be submitted through NEFT/RTGS transfer in the account of Tata Power-D, along with the response to RfS.
7.	Earnest Money Deposited (EMD)	Amount as per Clause 3.10.1 of the RfS, to be submitted in the form of Bank Guarantee along with the response to RfS
8.	Performance Bank Guarantee	As per the RfS document.
9.	Document available for downloading	As per NIT on ISN-ETS portal.
10.	Date and Time of Pre-Bid Meeting	Date 16.05.2025 and Time 14:00 hours Venue: Power System Control Centre, Station-A, 1st Floor, Tata Power Co. Ltd. Trombay Thermal Power Station, Chembur-Mahul Mumbai-400074
11.	Last Date and Time for submission of Online Bids	04.06.2025 till 17:00 hours
12.	Last Date and Time for submission of Hard Copy of Documents	06.06.2025 till14:00 hours
13.	Date & Time of Opening of Technical Bid.	06.06.2025 till15:00 hours
14.	Date & Time of Opening of Price Bids.	Shall be intimated to technically qualified bidders.
15.	e-Reverse Auction	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
16.	Period of Bid Validity	6 months from the last date of submission of bids.
17.	Contact Details Of ISN- ETS Portal	**M/s ISN Electronic-Tender Services Pvt. Ltd. Gurugram** **Contact Person:** ISN-ETS Support Team **Customer Support:** +91-124-4229071,4229072

Sr.No.	Description	
		(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

1.4 AVAILABILITY OF RFS DOCUMENT

1.4.1. The detailed RfS Document shall be available on the ISN-ETS Portal and on Tata Power-D's website www.tatapower.com.

1.4.2. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS.

1.4.3. In case of any Clarification (s)/ Amendment(s)/Addendum (s)/Corrigendum (s) to this RfS document, the same shall be issued on the Tata Power-D's website www.tatapower.com and ISN- ETS Portal (https://www.bharat-electronictender.com). However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

1.4.4. Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the above referred websites https://www.bharat-electronictender.com. and Tata Power-D's website www.tatapower.com. No separate notifications shall be issued for such notices/ amendments/ clarifications etc. in the print media or any other media individually. Intimation regarding notification on the above shall be updated on Tata Power-D's website www.tatapower.com and the details will be available only from https://www.bharat- electronictender.com.

1.5 BID SUBMISSION

1.5.1. Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of Tata Power-D and the Bidder/RPD shall be governed by the RfS Documents/Agreement to be signed between Tata Power-D and the RPD for the package.

1.5.2. 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 Ltd 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, New Delhi 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 subsequent RfS documents.

1.5.3. Any bidder, who meets the Qualification Requirements stipulated in Section-IV and wishes to submit bid against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (https://www.bharat- electronictender.com) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.

1.5.4. 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. Tata Power-D 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 Bidding Documents.

1.5.5. Bidders are required to submit their bids strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.

1.5.6. Bidders should submit their bid proposal complete in all respect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (https://www.bharat-electronictender.com), Tata Power-D's website www.tatapower.comas indicated in the Bid Information Sheet.

1.5.7. Bidder shall submit its bid/proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

1.5.8. Tata Power-D shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.

1.5.9. Tata Power-D reserves the right to cancel/ withdraw/ defer this invitation for bids/RfS process at any stage without assigning any reason whatsoever and shall bear no liability whatsoever consequent upon such a decision. No bidder/indenting bidder shall have any claim arising out of such action.

1.5.10. Tata Power-D has issued this RfS in the capacity of "Procurer" as defined in the aforementioned Guidelines. Tata Power-D may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards and RPDs shall provide all necessary support in this respect.

1.6 For any enquiry/ clarification regarding this tender enquiry, the bidder may contact:

Sr. No	Name	Designation	Contact no.
1	Mr Nitin Lothe	Group Head (Power Management)	+91- 9029002403 Email id: nitin.lothe@tatapower.com

1.7 CONTACT DETAILS OF ISN- ETS PORTAL

M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram

Contact Person: ISN-ETS Support Team Customer Support: +91-1244229071,4229072

(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

1.8 RFS INVITING AUTHORITY

Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station
Chembur-Mahul Mumbai-400074
Ph. No.: 9029002403/022-67175362
E-mail: nitin.lothe@tatapower.com; vvrane@tatapower.com

Office Address: Power System Control Centre, Station A, 1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station, Chembur-Mahul Mumbai-400074

---------- **END OF SECTION** ----------

SECTION II:
DEFINITIONS

SECTION-II: DEFINITIONS

Following terms used in the documents will carry the meaning and interpretations as described below:

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

2.2 **"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 to the Board of Directors.

2.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.

2.4 **"AVAILABILITY"** shall mean as defined in the PPA

2.5 **"BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the Technical and financial qualifying requirements, along with the price bid/Financial Bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, and all documents/credentials/attachments /annexures etc submitted by the Bidder as part of its response to the RfS issued by Tata Power-D.

2.6 **"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.

2.7 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

2.8 **"BID CAPACITY"** shall mean aggregate Contracted capacity of the RE Power Project(s) as proposed by the bidder.

2.9 **"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, 2020 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.

2.10 **"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.

2.11 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956/2013 or any law in India prior thereto relating to Companies, as applicable.

2.12 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 6.14 of the RfS.

2.13 **"COMMENCEMENT OF SUPPLY OF POWER DATE (CSD)"** shall mean the actual date of supply of power of the contracted capacity subsequent to COD as defined in Clause 6.14 of the RfS.

2.14 **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with Tata Power-D for supply by the RPD to Tata Power-D at the Delivery Point from the Project, based on which the PPA is executed with Tata Power-D.

2.15 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

i) in the financial year in which the Scheduled Commencement of Supply of Date (SCSD) of contracted capacity would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

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

2.16 **"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.

2.17 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting shares of the Company or right to appoint majority Directors.

2.18 **"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

2.19 **"DAY"** shall mean calendar day.

2.20 **"EFFECTIVE DATE"** shall mean the date of signing of PPA.

2.21 **"EQUITY"** shall mean Net Worth as defined in the Companies Act, 2013.

2.22 **"ENERGY STORAGE SYSTEMS"** or **"ESS"** shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.

2.23 **"FIRM AND DISPATCHABLE RE POWER"** shall mean the power profile configuration that is defined in the RfS that is sought to be met by RE power sources and will include Supply of contracted capacity of Firm and Dispatchable Power from Grid- Connected Renewable Energy (RE) Power Projects based on generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with Energy Storage System.

2.24 **"FINANCIAL CLOSURE"** or **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the RPD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.

2.25 **"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" 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 RfS.

2.26 **"GROUP COMPANY"** of a Company means

i) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

ii) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

iv) a Company which, directly or indirectly, has the power to direct or cause to be directedthe management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policiesof such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non- Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

2.27 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point or multiple points at 132 kV or above, where the power from the Project(s) is injected into the ISTS Substation (including the transmission line connecting the Projects with the substation system) or in Maharashtra Intra State Transmission System as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

2.28 **"InSTS"** means Intra-State Transmission System.

2.29 **"ISTS"** means Inter-State Transmission System.

2.30 **"INTERESTED PARTIES"** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium.

2.31 **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

2.32 **"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 until 01 (ONE) year after the SCSD of the contracted capacity.

2.33 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by Tata Power-D to the selected Bidder for award of the Project.

2.34 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

2.35 **"LLC"** shall mean Limited Liability Company.

2.36 **"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.

2.37 **"MONTH"** shall mean calendar month.

2.38 **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the Companies Act,2013.

2.39 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

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

2.41 **"POOLING SUBSTATION/POOLING POINT"** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS or InSTS substation. The voltage level for such common line shall be 132 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects components. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

2.42 **"PGCIL" or "POWERGRID"** shall mean Power Grid Corporation of India Limited.

2.43 **"PPA"** shall mean the Power Purchase Agreement signed between the successful Bidder and Tata Power-D according to the terms and conditions of the standard PPA enclosed with this RfS.

2.44 **"PROJECT" / "RENEWABLE ENERGY (RE) PROJECT"** shall mean the renewable energy generation facility, comprising Solar Power Generating systems, Wind Power Generating systems, or a combination thereof, or any other renewable energy resource based Generating System for supply of RE power, including ESS, if any, having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include all renewable energy projects and power generation units from ESS (if applicable), auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection 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 power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to Tata Power-D. It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. Further, the ESS offered with a project under this RfS should only be charged from RE power capacity. The same RE power shall either be considered for getting compensation in case of curtailment or for charging of ESS. In case of power being injected from the ESS (whether co-located with RE component or not), ISTS charges and losses beyond the Delivery Point, if any, will be borne by the Discom(s).

2.45 **"PROJECT CAPACITY" or "INSTALLED CAPACITY" or "RATED CAPACITY"** shall mean the rated capacity of the installed Project components, i.e. Solar PV, Wind Power components and ESS components of the Project, as committed in the PPA. This shall be equal to the "installed capacity" for which connectivity is sought by the RPD under the GNA Regulations for ISTS connected project or applicable MERC Regulations for InSTS connected project. The quantum of Installed Capacity (in MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity. It is to be noted that prior to commencement of supply of power under the PPA, the installation and commencement of power supply from the corresponding committed rated capacity of Wind and Solar PV components as declared in the PPA, will be verified by Tata Power-D.

2.46 **"PROJECT COMMISSIONING":** The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures as per applicable Grid Code.

2.47 **"PROJECT DEVELOPER" or "DEVELOPER" or "RE POWER DEVELOPER (RPD)" "RE POWER GENERATOR (REPG)"** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by Tata Power-D (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with Tata Power-D. The term "RPD" shall also refer to a generator and supplier of RE Power complemented with Power from any other source or storage/ESS for supply of Firm and Dispatchable Power as defined in this RfS.

2.48 **"PROJECT LOCATION"** shall mean the area/areas identified by the RPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State or States, where the Project is being implemented.

2.49 **"PROMOTER"** shall mean Promoter as defined in the Companies Act, 2013.

2.50 **'RE POWER', or 'RENEWABLE POWER', or 'RENEWABLE ENERGY POWER'**, shall mean power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid; or any other renewable energy resource based

Generating System or a combination thereof, with Energy Storage System (ESS) in pursuance of bidding process under this RfS and the term RE Project to be construed accordingly. It is clarified that ESS charged using a source other than RE power would not qualify as RE power.

2.51 **"RfS" or "RfS DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by Tata Power-D vide RfS No. TPCD/FDRE/FY26/301 Dated 29.04.2025, including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof (if any).

2.52 **"ROUND-THE-CLOCK" or "RTC"** shall mean the 24-hour period of the day during which, the energy as per Contracted Capacity shall be supplied by the RPD.

2.53 **"SCHEDULED COMMENCEMENT-OF-SUPPLY DATE (SCSD)"** shall mean in relation to the contracted capacity or the part of the contracted capacity shall mean the date(s) corresponding to the date of commencement of supply quoted in the RfS (Request for Selection), indicated in Clause 6.8.2.

2.54 **"SELECTED BIDDER" or "SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electricity as per the terms of PPA.

2.55 **"SOLAR PV PROJECT" or "SOLAR POWER GENERATING SYSTEM/ STATION"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

2.56 **"SPARE CAPACITY"** shall mean that capacity of RE project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.

2.57 **"STATE TRANSMISSION UTILITY" or "STU"** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

2.58 **"TOE"** shall mean Tender Opening Event.

2.59 **"Tata Power-D"** shall mean The Tata Power Company Limited.

2.60 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

2.61 **"WEEK"** shall mean calendar week;

2.62 **"WIND POWER PROJECT" or "WIND POWER GENERATING SYSTEMS/ STATIONS"** means the wind power project that uses wind energy for conversion into electricity through a wind turbine generator.

---------- **END OF SECTION** ----------

SECTION-III
INSTRUCTION TO BIDDERS

SECTION-III: INSTRUCTION TO BIDDERS

3.1 Obtaining RfS Documents

Interested bidders have to download the official copy of RfS Document & other documents after login into the ISN-ETS portal by using the Login ID & Password created on ISN- ETS during registration (Refer Annexure - B). The bidder shall be eligible to submit/upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS. If only free copy of RfS documents are downloaded from ETS portal or RfS documents are downloaded without confirmation or without generating official copy serial number, then the bidders will not be able to submit the bids. For further assistance, please contact ETS help desk at +91 124- 4229071,124-4229072. Transfer of RfS documents downloaded by one intending bidder to another is not permitted.

3.2 Cost of Documents & Bid Processing Fees

3.2.1. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non- refundable RfS document fee and processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of Tata Power-D are as follows:

Name of A/c	: The Tata Power Co. Ltd
A/c No	: 00600110000763
Name of Bank	: HDFC Bank Ltd
Branch	: Fort, Mumbai, Maharashtra 400001
IFSC Code	: HDFC0000060

Declaration for Payment of Tender Fee & Processing Fees:

Bidder Name:
UTR Reference of Tender Fee UTR Reference of
Processing Fee Amount of Tender fee:
Amount of Bid Processing fee: Date of Transfer:
Transferor Bank:
Bank Account No.:
Bank IFSC Code:

(Signature of Bidder with Seal)

3.2.2. In case a Bidder chooses to deduct TDS while making the payments against cost of RfS and/Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

3.2.3. Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument towards Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by Tata Power-D.

3.2.4. In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to Tata Power-D), the respective amounts paid to Tata Power-D against Bid Processing Fee only will be refunded without any interest payment, to the respective Bidder.

3.2.5. MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSME.

3.3 Content of RfS Document:

The RfS Documents shall comprise the documents listed below along with Standard Power Purchase Agreement (PPA) and any Amendment/Addendum/Corrigendum/Clarification/Errata issued in accordance with Clause 3.6, if any.

i) Section I: Invitation for Bids
ii) Section II: Definitions
iii) Section III: Instruction to Bidders
iv) Section IV: Eligibility Criteria
v) Section V: Bid Evaluation and Selection of Bidders
vi) Section VI: Conditions of Contract
vii) Section VII: Forms & Formats for Bid Submission

3.4 Cost of Bidding:

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. Tata Power-D shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.5 Pre-Bid Meeting:

A Pre-Bid Meeting with prospective bidders will be held on the date and venue mentioned at Clause 1.3 of Section I of this RfS Document. Wherever the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents issued or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the RfS Inviting Authority, in writing either by email or by post and it must be received to RfS Inviting Authority latest by 08.05.2025 up to 18:00 Hrs. Tata Power-D will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and Tata Power-D's response will be uploaded in the ISN-ETS portal https://www.bharat-electronictender.com and www.tatapower.com. Any modification to the RfS Documents that may become necessary as a result of the pre-bid Clarifications shall be made by Tata Power-D through the issue of an Addendum / Corrigendum / Amendment / Clarification pursuant to clause 3.6. Tata Power-D shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids.

3.6 Amendments to RfS Document:

3.6.1. At any time prior to the deadline for submission of Bids, Tata Power-D may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the RfS documents/ Standard PPA by issuing Addendum/Corrigendum/Amendment/Clarification and the same shall be available on the ISN-ETS portal https://www.bharat-electronictender.com and www.tatapower.com. No press note will be released in this regard. Therefore, the Bidders are advised to visit the above referred sites regularly before deadline for submission of proposal.

3.6.2. All such Addendum/Corrigendum/Amendment/Clarification shall form integral part of this RfS Document. Tata Power-D shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.

3.6.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, Tata Power-D, at its discretion, may extend the deadline for the submission and opening of Bids.

3.7 Language of Bids:

The Bids prepared by bidders and all correspondences and documents relating to the Bid exchanged by the Bidder(s) and Tata Power-D shall be in English. Supporting documents and printed literature furnished by the Bidders with their bids may be in another language,

provided they are accompanied with a certificate of the authorized translator certifying therein an accurate translation of the relevant passages in the above stated language, in which case, for the purposes of interpretation of the Bid, the translation shall prevail.

3.8 Bid Currencies:

The bidder shall indicate the entire bid price in INDIAN RUPEES only.

3.9 Validity of the Response to RfS:

The Bidder shall submit the response to RfS which shall remain valid up to 6 months from the last date of submission of response to RfS ("Bid Validity"). Tata Power-D reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.10 Earnest Money Deposit (EMD):

3.10.1. Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following formula:

EMD amount = Rs. [9,28,000 * S + 12,64,000 * W] + 3,66,000 * E,

Where,

S= Rated Installed Capacity of Solar component (in MW);

W= Rated Installed Capacity of Wind component and other RE generating sources (in MW);

E= Rated cumulative Installed Capacity of the ESS component (in MWh);

Above EMD shall be submitted in form of Bank Guarantee as per Format 7.3.A and shall be valid for 12 months from the last date of online bid submission and shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to beissued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event ofencashment of EMD, the encashed amount shall include all applicable taxes.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

3.10.2. The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

3.10.3. The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable only, if the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable, provided, the EMD is submitted in accordance with original bid submission date stipulated above and Bidder submits the EMD extension for the requisite period within seven days from the date of opening of Technical Bids, if required.

3.10.4. Tata Power-D has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by Tata Power-D in terms of the guarantee as in the case of appropriation of the cash deposit lying with Tata Power-D.

3.10.5. **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by Tata Power-D within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 3.10.1 above, for the amount and validity period as per those Clause 3.10.1 above.

3.10.6. The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD".

3.11 Forfeiture of EMD:

The BG towards EMD shall be encashed by Tata Power-D in following cases:

a) If the bidder withdraws or varies the bid after due date and time of bid submission

andduring the validity of bid;

b) In case, Tata Power-D offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 6.11 of the RfS or does not execute the PPA within the stipulated time period;

c) If after issuance of LoA, it is found that the documents furnished by the bidders as partof response to RfS are misleading or misrepresented in any way;

d) If the bidder fails to furnish required Performance Bank Guarantee/POI in accordancewith Clause 6.9 of the RfS.

3.12 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS:

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure –B Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i) Covering Letter as per Format 7.1.

ii) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 7.2.

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

iii) Bank Guarantee against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3B.

iv) Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a) Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with Tata Power-D. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

b) Board Resolution from the Bidding Company committing 100% (One Hundred

Percent) of the equity requirement for the Project/ 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); and

c) 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.

v) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 7.5 along with Board resolution from each Member of the Consortium for participating in Consortium.

vi) Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

vii) Undertaking regarding no wilful default and no major litigation pending as per Format 7.7.

viii) A disclosure statement as per Format 7.8/ 7.8A regarding participation of any related companies in the bidding process.

ix) Format for Technical Criteria as per Format 7.9 (to be filled out separately for each Project).

x) Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per Format 7.10 (to be filled out separately for each Project).

xi) Proof of Tie-up with RE Power Project/ESS as per Format 7.11.

xii) Attachments:

a) Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ FDRE / RTC / Wind / Wind-Solar Hybrid / Solar Power plant development.

In case, there is no mention of the above provisions in the MoA / AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, ifthe bidder is selected as Successful bidder.

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision

which highlights the objects relating to Power/ Energy/ Renewable Energy/ FDRE/ RTC / Wind / Wind-Solar Hybrid / Solar Power plant development has to be submitted prior to signing of PPA.

b) Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

c) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. Tata Power-D reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

d) Certified copies of annual audited accounts for the last three financial years, ending on 31.03.2024, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit &Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

e) Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

xiii) Covering letter of the Financial bid as per Format 7.13

xiv) Break-up of the Preliminary Estimate of Cost of Project as per Format 7.14 (separately for each Project).

3.13 Important Notes and Instructions to Bidders:

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

ii) The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 6.11 of the RfS.

iii) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, Tata Power-D reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the

Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

iv) If the event specified at Clause 3.13(iii) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

v) Response submitted by the Bidder shall become the property of the Tata Power-D and Tata Power-D shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 6.9.11 of the RfS.

vi) All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

vii) The response to RfS shall be submitted as mentioned in Clause 3.12 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, Tata Power-D reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

viii) The Bidder shall make sure that the correct, valid and operative 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 Tender Opening Event (TOE) of Technical bid.

ix) All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

x) Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

xi) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by Tata Power-D.

xii) Response to RfS not submitted in the specified formats will be liable for rejection by Tata Power-D.

xiii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

xiv) Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of Tata Power-D of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

xv) The Central Electricity Regulatory Commission or Maharashtra Electricity

Regulatory Commission depending upon the location of the Project shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between RPD and Tata Power-D. Subject to the above, only Mumbai Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

xvi) All the financial transactions to be made with Tata Power-D including delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

xvii) The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which Tata Power-D shall not be responsible.

xviii) The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person(s) signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person(s) signing the Bid.

xix) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

xx) Please note that bids in any other mode including Email shall not be entertained under any circumstances.

3.14 Method of Submission of Response to RfS by the Bidder:

3.14.1. Documents to be Submitted Offline (in Original):

i) The bidder has to submit original of following documents offline.

a) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder.

b) Pass-phrases for Technical bids and Financial bids submitted on the ETS portal.

ii) Bank Guarantee / POI against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of Tata Power-D **until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and its subsequent extension(s), if any.**

Note: In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

iii) The bidding envelope shall contain the following sticker:

Selection of RE Power Developers for Supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects with Energy Storage System in India under Tariff-based Competitive Bidding	
Cumulative Capacity of the projects applied for	…….. MW
No. of Projects Bid for	
RfS Reference No.	
Submitted by	…….. (Enter Full name and address of the Bidder)
Organization ID (OID) on ETS portal	(Enter the OID through which the Bid has been submitted online on ETS portal)
Authorized Signatory	…….. (Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	**Chief-PSCC & Tech Services (T&D, MO)** Power System Control Centre, Station A, 1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station Chembur-Mahul Mumbai-400074 Ph. No.: 9029002403/022-67175362 E-mail: nitin.lothe@tatapower.com vvrane@tatapower.com

3.14.2. Documents to be Submitted Online:

Detailed instructions to be followed by the Bidders for online submission of response to RfS are stated at Annexure-B. The bidders shall strictly follow the instructions mentioned in the electronic form in respective Technical Bid and financial bid while filling the forms.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee / POI against EMD for requisite amount offline, until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and its subsequent extension(s), if any, the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, https://www.bharat-electronictender.com which should contain the following:

I) <u>Technical Bid (First Envelope)</u>

The Bidder shall upload single Technical Bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9,7.10, 7.11 and 7.12 elaborated in Clause 3.12 of the RfS.

b) All attachments elaborated in Clause 3.12 of the RfS, under the sub-clause xiii: Attachments, with proper file names.

c) All supporting documents regarding meeting the eligibility criteria.

d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

e) Scanned copies of requisite amount of Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.

f) The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

g) Submission of Pass-phrases: In line with Clause 3.13 (viii) and Annexure-B, the Bidder shall be required to submit 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 Tender Opening Event (TOE) of Techno- commercial bid.

II) <u>Financial Bid (Second Envelope)</u>

1) Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

   a) Covering letter as per Format - 7.13 of the RfS.

   b) Preliminary Estimate of Cost of RE Power Project along with Energy storage system for supply of contracted capacity of Firm and Dispatchable Power, as per Format 7.14 of the RfS.

2) The financial bid shall be submitted online, in the format as per the Electronic Form on the ISN-ETS portal.

   Only a single tariff bid for the contracted capacity applied for, shall have to be filled online 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.

Kindly note that if project is located outside the state of Maharashtra i.e. inter-state project (Project connected to network other than Maharashtra STU) , then bidder shall quote the cost of ISTS transmission charges as **Rs 0.11 per kwh** and cost of transmission losses as **Rs 0.22 per kwh**, in addition to the tariff to be quoted.

It is further clarified that ISTS Charges and ISTS Losses quoted by inter-state project shall be used for the purpose of evaluation of bids and it is only for the purpose of bringing inter-state projects at par with the intra-state projects.

Whereas cost of transmission charge & transmission loss for Project connected to with Maharashtra STU system shall be considered as **NIL** (Tata Power-D is being Long Term Transmission System User in Maharashtra state).

Tata Power-D shall issue LOA at the tariff discovered based on the result of e-Reverse Auction, to the successful bidders as below;

1. for Inter-State Project, LOA will be issued after deducting ISTS charges and ISTS losses (as provided by Tata Power-D before bid submission) from tariff discovered after e-Reverse Auction.

2. for Intra-State Project, LOA will be issued at tariff discovered after e-Reverse Auction.

It is further clarified that ISTS Charges and ISTS Losses quoted by bidder shall be remain unchanged during e-reverse auction.

Important Note:

a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

b) 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.

c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of Tata Power-D within the bid submission deadlines, 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.

e) **In case of submission of Bank Guarantee / POI against EMD on online portal on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee / POI to Tata Power-D until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and its subsequent extension(s), if any, its bid shall be rejected and not considered for further evaluation.**

3.15 Deadline for Submission of Bids:

3.15.1. Complete Bid must be uploaded at the ISN-ETS portal. The documents to be submitted offline as per Clause 3.14.1 must be received by Tata Power-D at the address of RfS Inviting Authority not later than the last date and time for submission of hardcopy of documents offline as stipulated in the RfS document/ ISN-ETS portal. The date and time for online submission of the bids shall continue to be the date and time as specified in the RfS document or any subsequent amendment for the same. In the event of the specified date for the submission of bids being declared a holiday for Tata Power-D, the hard copy of documents/offline submission will be received up to the specified time on the next working day.

3.15.2. Tata Power-D may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 3.6, in such case all rights and obligations of Tata Power-D and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.16 Late Bids:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the OFFLINE documents, if received by Tata Power-D after the deadline for submission as prescribed in RfS document/ ISN-ETS portal, then it will be considered as 'Late Bid' and shall be considered non- responsive and shall be summarily rejected notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline.

3.17 Modification, Substitution and Withdrawal of Bids:

3.17.1. The Bidder may modify, substitute, or withdraw his bid after its submission but in any case, before the deadline for submission of bids.

3.17.2. Any alteration/ modification in the Bid or additional information supplied unless solicited by Tata Power-D subsequent to expiry of last date and time of submission of bids shall be disregarded.

3.17.3. Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 3.9 shall not be permitted and appropriate action may be taken by Tata Power-D as per provisions mentioned in the Bid Security Declaration submitted by the Bidder.

3.18 Bid Opening:

3.18.1. Initially, the Technical Bid shall be opened on scheduled date in the presence of Bidders' representatives who choose to attend, at the time, date, and location stipulated in the RfS Document. The Bidders' representatives who are present shall sign a register evidencing their attendance.

3.18.2. The Price Bid shall be opened only of those bidders whose Technical Bid are found Technically qualified. The date of opening of Financial Bids will be informed to Technically qualified bidders through ISTN Portal. Financial Bids of the Bidders whose Bids not found Technically qualified shall not be opened and shall not be considered at all any further.

3.18.3. If it happens to be a holiday or due to any other technical reasons like non- availability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same time.

3.18.4. Tata Power-D shall not be responsible if online bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

3.19 Clarification on Bids:

To assist in the examination, evaluation, and comparison of bids, Tata Power-D may, at its discretion, ask any bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Tata Power-D in the evaluation of the Bids. All such responses submitted by the Bidder shall form part of their bid.

3.20 Evaluation of Bids and selection of Bidder:

The evaluation of Bids and selection of successful Bidders shall be carried out as per the procedure and methodology stipulated in Section V of this RfS Document.

3.21 Right of Tata Power-D to Reject a Bid:

Tata Power-D reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled by Tata Power-D at any stage, the processing fee (excluding GST, if amount credited to Tata Power-D's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

3.22 Post Award Compliances:

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of RPD. Tata Power-D shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with RPD by Tata Power-D for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

3.23 Not Used

3.24 Corrupt or Fraudulent Practices:

It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and Construction of such Contracts. In pursuance of this policy:

1) For the purpose of this provision, the terms set-forth below shall mean as under:

   a) **"Corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

   b) **"Fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation

   c) **"Collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the

actions of another party;

d) **"Coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly **the actions of a party;**

e) **"Obstructive practice"** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2) A Bid shall be rejected by Tata Power-D if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or obstructive practice in executing the Contract in question and his Bid Security shall be forfeited. The Bidder shall not be entitled for any compensation whatsoever under this clause.

3) Tata Power-D may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.

4) The documents/information submitted by Bidder/Contractor may be verified by the officials of Tata Power-D for its authenticity at any time and the Bidder/Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Bidder/Contractor is not genuine, Tata Power-D shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

---------- **END OF SECTION** ----------

SECTION-IV:
ELIGIBILITY CRITERIA

SECTION-IV: ELIGIBILITY CRITERIA

Bidder must meet the following Qualification Requirements:

4.1 General Eligibility Criteria:

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

4.1.1 The Bidder shall be a Company as defined.

4.1.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily 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. In case applications for multiple Projects have been made by a Consortium, 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 (Format 7.5).

4.1.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS 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.

In case the foreign company participating as a member of consortium, Clause 4.1.7 of the RfS shall be applicable.

4.1.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS.

i) Any bidder from a country which shares a land border with India will be eligible to bidin this tender only if the bidder is registered with the Competent Authority (as definedin the OM as referred above).

ii) Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

iii) "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the

descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

iv) "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

a) An entity incorporated, established or registered in such a country; or

b) subsidiary of an entity incorporated, established or registered in such a country; or

c) An entity substantially controlled through entities incorporated established or registered in such a country; or

d) An entity whose beneficial owner is situated in such a country; or

e) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium where any member of the consortium falls under any of the above.

v) "Beneficial owner" for the purposes of Clause 4.1.4(iv)-(d) above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

vi) In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

vii) Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

4.1.5 Limited Liability Partnership (LLPs) firms are not eligible for participation.

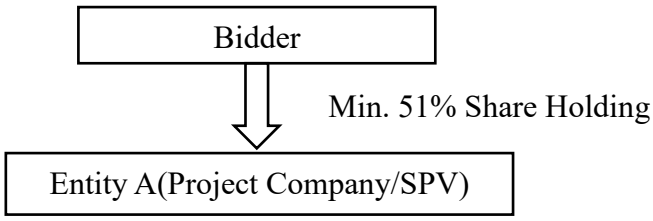
4.1.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% 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.

4.1.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to Tata Power-D, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with Tata Power-D, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year from the SCSD, except with the prior approval of Tata Power-D.

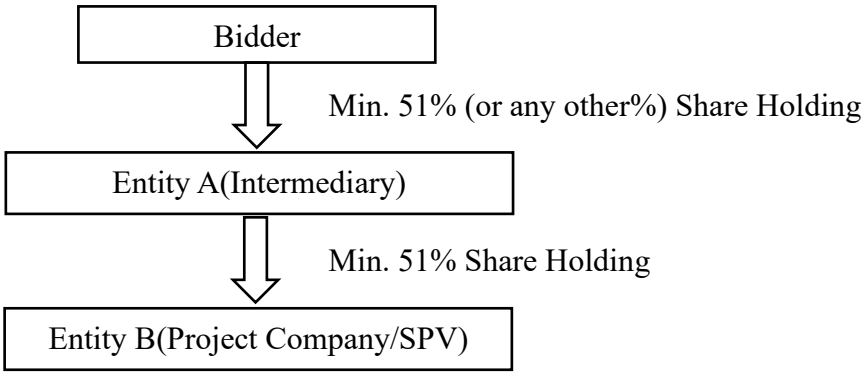
4.1.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, 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.

4.1.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 4.1.3 and 4.1.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same.

Scenario 1:



Scenario 2:



As per the RfS only Scenario 1 is permissible in case of projects being implemented by SPVs.

4.2 Technical Eligibility Criteria:

4.2.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS

can be changed at the time of Financial Closure.

However, ESS technology/tie-up can be changed by the RPD or may develop own ESS during the Term of the PPA with prior consent of Tata Power-D subject to the condition that there should not be any disruption in the Supply of Firm and Dispatchable RE Power including its Peaking availability as well as Annual CUF is maintained during the complete term of PPA.

4.2.2 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCSD of the projects will be allowed for deployment under the Scheme.

4.2.3 The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

4.2.4 The wind power projects will be developed as per the Guidelines issued by the Government of India for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.

4.2.5 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 6.14 of RfS. The undertaking shall be submitted as per enclosed Format 7.9.

4.2.6 The Projects shall also comply with the criteria for power supply as detailed in Clause 6.7 (Power Supply by the RPD/REPG) of the RfS.

4.3 Financial Eligibility Criteria:

4.3.1 **Net-Worth:**

i) The Net Worth of the Bidder should be equal to or greater than **INR 1.226 Crores/MW (Rs. 1,22,60,000/MW)** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline.

In case the Audited Accounts for FY 2024-25 is not available, bidders shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of above criteria.

ii) The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.

iii) Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

4.3.2 **Liquidity:**

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

i) A minimum average annual turnover of **INR 1.839 Crores/MW (Rs. 1,83,90,000/MW)** of the quoted capacity during the last three Financial years ending on 31.03.2025, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2024-25 is not available, bidders shall submit Annual turnover certificate for FY: 2024-25 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 36.78 Lakhs/MW (Rs.36,78,000/MW)** of the quoted capacity, as on the last date of previous FY, 2024-25, or as on the day at least 7 days prior to the bid submission deadline.

In case the audited Annual accounts for FY: 2024-25 is not available, bidders shall submit PBDIT Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of above criteria.

iii) In-Principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 76.625 Lakhs/MW (Rs.76,62,500/MW)** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

4.3.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 4.3. 1 and 4.3.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of

non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

4.3.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account 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 RfS.

4.3.5 A Company/Consortium would be required to submit annual audited accounts for the last three financial years ending on 2024-25, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last three financial years for which the audited accounts are available excluding previous financial year. This, however, would be acceptable, subject to the condition, that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

4.3.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

4.3.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated above.

4.3.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 250 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.839 Crores x 250MW = Rs. 459.75 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 321.825 Crores and to be met by Consortium Member B would be Rs. 137.925 Crores. Similar methodology shall be followed for computation of liquidity requirement.

Note: Wherever applicable, audited accounts for the last three financial years ending on 31.03.2025 will be required to be submitted for meeting the qualification requirements. In case the audited Annual accounts for FY: 2024-25 is not available, bidder shall submit Certificates issued by a practicing CA/Statutory Auditor for FY: 2024-25.

---------- END OF SECTION ----------

SECTION: V

BID EVALUATION AND SELECTION OF BIDDERS

SECTION V: BID EVALUATION AND SELECTION OF BIDDERS

5.0 Bid Evaluation and Selection of Successful Bidders:

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

5.1 Evaluation of Technical Bids (Step 1):

5.1.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened whose required documents as mentioned in the RfS are received by Tata Power-D. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee / POI of EMD.

5.1.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super- scribed properly with address, to the bidder.

5.1.3 Tata Power-D will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, Tata Power-D may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by Tata Power-D within 07 (seven) days from the date of such intimation from Tata Power-D. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. Tata Power-D shall not be responsible for rejection of any bid on account of the above.

5.1.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

5.1.5 **Determination of responsiveness:**

i) Tata Power-D will examine the Techno-commercial Bids to determine whether they are complete, whether EMD/Bid Security Declaration, RfS Document Fee, Bid ProcessingFee (if required) have been furnished, whether the bidder has submitted supporting certificates/documents justifying the qualifications/requirements, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the Technical bids are in

order. Tata Power-D may waive any minor informality, non- conformity or irregularity in a bid that does notconstitute a material deviation and that does not prejudice or affect the relative rankingof any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.

ii) Prior to the detailed evaluation, the Tata Power-D will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the RfS Document. For purposes of this determination, a substantially responsive Bid is one that conformsto all the terms, conditions and specifications of the RfS Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the RfS Document, Tata Power-D's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

iii) If a Bid is not substantially responsive, it will be rejected by the Tata Power-D, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

5.1.6 **Non-Responsive Bid:**

The electronic response to RfS submitted by the bidder along with the documents submitted online to Tata Power-D shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS. Any of the following conditions shall cause the Bid to be "Non - responsive":

a) Non-submission of the requisite Cost of RfS and/or Bid Processing Fee as mentioned in the Bid Information Sheet.

b) Response to RfS not received by the due date and time of bid submission.

c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.

d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.

e) Non-submission of payment details against Cost of RfS and Bid Processing Fee.

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

g) Except for the scenario as per Clause 5.1 above, 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 RfS, then all these bidssubmitted shall be treated as non-responsive and rejected.

h) Non-submission or partial submission of EMD in acceptable form along with responseto RfS.

i) In any of the above cases, the bid shall not be considered for bid opening and evaluationprocess.

5.2 The Bidder(s) shall be declared as technically qualified provided that their bids are substantially responsive and meet the requirements mentioned at Section-IV: Eligibility Criteria and other terms and conditions as specified in this tender document. The Financial Bids of only those Bidders will be opened who are Technically qualified as per the criteria mentioned above.

5.3 Financial Bid Evaluation (Step 2):

5.3.1 In this step evaluations of Technically Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

5.3.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for the offered quantum of power applied for. 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 first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

5.3.4 In this step, evaluation will be carried out based on tariff quoted by Bidders.

5.3.5 On completion of technical bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of Tata Power-D. Thereafter, Tata Power-D will take appropriate action as deemed fit.

5.3.6 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.

5.3.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 5.4.2 of the RfS.

5.3.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.65 (Tariff in ₹/ kWh)	L6
B8	₹ 2.69 (Tariff in ₹/ kWh)	L7
B9	₹ 2.70 (Tariff in ₹/ kWh)	L8

5.4 Reverse Auction (Step 3):

5.4.1 The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the day as intimated by Tata Power-D to the eligible bidders. Rules of the auction process are brought out below, and are also contained in Annexure-B of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-B of the RfS duly signed and stamped by the Authorized signatory, as an acceptance of the provisions contained therein.

5.4.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming:

T = Total Technically Qualified Bidders, and

Sk= Cumulative capacity till the ‘k’th serial number bidder (not the ‘k’th rank bidder)after ranking is done in ascending order from L1 onwards

SE =	(i) In case ST ≤ 250MW, SE = 0.8 X ST
(Eligible capacity for award)	(ii) In case ST > 250 MW, SE = 0.8 X ST subject to maximum capacity for eligible capacity being 250 MW.

Total eligible Bidders for e-Reverse Auction

i) In case (0.8 X ST) ≤ 250 MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”.

ii) In case (0.8 X ST) >250 MW: The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the “H1 bidder”) shall be eliminated at this stage, and the remaining Technically qualified bidders whose financial bids are in line with the RfS provisions,will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

Note:

i) In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage.

ii) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 250 MW and the minimum number of shortlisted bidders for e-RA, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage.

For e.g. (Shortlisting of Bidders for reverse auction):

Scenario-1:

Total bid capacity of techno-commercially shortlisted bidders = ST=1300 MW

SI. No	Technically qualified Bidder	Rank	Capacity (MW)	T	SE	(0.8xST)	n*	Shortlisted Bidder
1	B3	L1	100	10	250 MW	200 MW	9	B3
2	B5	L2	200					B5
3	B1	L3	150					B1
4	B4	L4	50					B4
5	B2	L5	200					B2
6	B6	L6	150					B6
7	B7	L7	100					B7
8	B8	L8	100					B8
9	B9	L9	50					B9
10	B10	L10	200					

*n – 10-1=9 as per the above formula.

Upon shortlisting of bidders for e-RA, if it is found that more than the eligible bidders shortlisted for e-RA have quoted the same tariff ranking of bidders to be indicated in the e-RA window shall be decided based on draw of lots.

Scenario-2:

Total bid capacity of techno-commercially shortlisted bidders = ST=250 MW

SI. No	Technically qualified Bidder	Rank	Capacity (MW)	T	SE	(0.8xST)	n*	Shortlisted Bidder
1	B3	L1	50	10	250 MW	200 MW	4	B2
2	B2	L2	100					B3
3	B1	L3	50					B1
4	B4	L4	50					B4

*n =4 as per the above formula.

5.4.3 At least 2 days prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e- mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 5.4.2 above.

5.4.4 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 capacity of power offered while quoting tariff during reverse auction.

v) In the bidder's bidding window, the following information can be viewed by the bidder:

a) Its tariff as the initial start price and there after last quoted tariff along with the contracted capacity for which the Bidder is qualified.

b) The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and contracted 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 Contracted capacity, subject to provisions of Clause 5.5, 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 Contracted capacity, subject to provisions of Clause 5.5, if the auction is closedat that instant.

Red Zone: This zone consists of the Bidders who will not be awarded their quoted Contracted capacity, subject to provisions of Clause 5.5, if the auction is closed at that instant.

Blue Zone: This Zone consists of the bidders who have submitted their bids with same time stamping and same tariff. These bidders may or may not be allocated their full or their partial capacity.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed. It may be noted that the green and orange coloured "zones" are indicative of the possibility of the bidder being eligible to be awarded its own quoted capacity (partially or fully), however, do not provide the guarantee of LoA being issued by Tata Power-D for the said capacity. LoA issuance will be solely governed by Clauses 5.5 & 5.6below.

5.5 Selection of Successful Bidders:

5.5.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Orange" zones as per Clause 5.4.4(vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

5.5.2 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 Bidders under the RfS, subject to the following conditions:

i) In case the cumulative capacity shortlisted as per the range exceeds SE (capacity eligible for award as per Clause 5.5.2), the list of Successful Bidders shall be limited by SE.

ii) In a borderline i.e., the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds SE, time stamping of bidders shall be used to limit allocation of cumulative capacity up to SE. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of SE, will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be awarded under theRfS shall be limited to SE.

iii) 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 quotedhis last tariff during the e-RA, earlier than others.

iv) 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:

Step 1: 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.

Step 2: Ranking will be done based on draw of lots

5.5.3 **Illustration: Following example provides a possible illustration of the above methodology:**

- L1 tariff discovered after e-RA: Rs. 4.00/kWh
- The range (L1+2% of L1): Rs. 4.08/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	100	100	NA	4.00	L1
L2	100	200	NA	4.01	L2
L2	50	250	NA	4.01	L2
L3	50	300	NA	4.02	L3
L4	100	400	NA	4.03	L4
L5	150	550	16:00:01	4.04	L5
L5	50	600	16:00:02	4.04	L5
L5	100	700	16:00:03	4.04	L5
L6	50	750	NA	4.07	L6
L7	200	950	NA	4.09	--

Note: The allocation of cumulative Contracted capacity shall be closed at SE. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW, subject to provision of Clause 6.4 (Maximum Eligibility for Contracted Capacity Allocation for a Bidder) of the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to Tata Power-D within 7 days of completion of e-RA or not later than 7 days of issuance of LoAs by Tata Power-D, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Successful Bidder refuses to accept such partial capacity offered by

Tata Power-D, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by Tata Power-D.

If the last Successful Bidder would not accept the partial Capacity offered, the next bidder in the concluded list of e-RA, may be offered the above partial capacity (subject to the quoted capacity of the bidder) at L1 tariff subject to meeting the eligibility criteria mentioned at Section-IV and so on.

5.6 Issuance of LoAs:

5.6.1 At the end of selection process, Conditional Letters of Award (LoAs) will be issued to the Successful Bidders discovered as above. The Conditional LoAs shall be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the Conditional LoA will be issued to the Lead Member of the Consortium.

5.6.2 In case Tata Power-D is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, Tata Power-D reserves the right to annul the bid process without any financial implications to any of the parties concerned. Tata Power-D reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, Tata Power-D's decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

5.6.3 For a particular bidder, in case the finally modified capacity offered by Tata Power-D for signing of PPA is lower than the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process without any liability to either party (i.e., Tata Power-D or the Bidder), and the said refused capacity will be offered to the next successful bidder as per the list of successful bidders. In case such offered partial capacity for signing of PPA is less than 50 MW, subject to provision of Clause 6.4 (Maximum Eligibility for Contracted Capacity Allocation for a Bidder) of the RfS., PPA will not be executed with such Bidder.

5.6.4 The PPA will be executed by Successful Bidders within 10 days from the date of Conditional LOA issued by Tata Power-D.

---------- END OF SECTION ----------

SECTION: VI
CONDITIONS OF CONTRACT

SECTION VI: CONDITIONS OF CONTRACT

6.1 Scope of Work:

i) The RPD/REPG shall be responsible for Supply of the contracted capacity (total cumulative capacity under this RfS is 250 MW) of Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects based on generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with Energy Storage System including the transmission network up to the Interconnection/ Delivery Point, with the primary objective of supplying RE power to Tata Power-D, at its own cost and as per the provisions of the RfS and PPA. For this, the bidder/developer shall have either set up storage capacity itself; or tie up with energy storage system developers to meet the project parameters for 'firmness and dispatchability' and submit a single bid for the same as per terms and conditions stipulated in this RfS.

ii) 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 will 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.

iii) Irrespective of the contractual arrangement between the RE Power Generator and Energy Storage system Developer, if any, all the developer related liabilities, under these Guidelines and the PPA there under, shall be of the entity signing the PPA, and recognised as RE Power Generator (REPG)/RPD.

iv) Obtaining all clearances, permit, licenses including arrangement of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network for supply of power to Tata Power-D, will be under the scope of the RPD.

v) The Projects to be selected under this scheme provide for deployment of RE Power Projects. However, the selection of Projects would be technology agnostic.

6.2 Total capacity offered:

Selection of "Project Developer" or "Developer" or "RE Power Developer (RPD)" or "RE Power Generator (REPG) for supply of Firm and Dispatchable Power for total capacity of 250 MW will be carried out through e-bidding followed by e-Reverse Auction process.

6.2.1 **Firm and Dispatchable RE Power Configuration:**

i) The term "Project" shall have the meaning as defined in Section-II of the RfS, and shall refer to the Project Capacity or the Installed Capacity/Rated AC Capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

ii) Firm and Dispatchable RE Power are required to be designed for interconnection with the ISTS substation at voltage level of 132 kV or above.

iii) This RfS has been issued for procurement of power from a cumulative "Contracted Capacity" of 250 MW, which corresponds to Firm and Dispatchable Power from generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with Energy Storage System.

iv) The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by Tata Power-D) shall mean "Contracted Capacity".

v) For a Contracted Capacity of 150 MW (for eg.), the "Project Capacity/Installed Capacity" can be more than Contracted Capacity, i.e. 250 MW (for illustration purpose). Project Capacity shall mean rated AC capacities of RE components/ESS as declared to be installed under the PPA. It is to be noted that prior to commence of supply of power under the PPA, installation of the above rated capacity of RE components/ESS as declared in the PPA, will be verified by the Commissioning Committee

vi) A "Project" under the RfS and PPA refers to the "RE Project" which forms part of the Firm and Dispatchable RE Power Configuration declared under the PPA.

vii) Thus, a possible configuration of "Firm and Dispatchable RE Power Configuration" against a Contracted Capacity of 200 MW could be:

a) Solar PV component: 100 MW

b) Wind Power component: 50 MW

c) Energy Storage System (ESS) component: 50 MW

viii) As evident above, a Firm and Dispatchable RE Power Configuration" therefore, comprises RE Project combined with Energy Storage System under the RfS and PPA.

Important Note:

1) Bidders may note that the above configuration is for illustration purpose only and Bidders are required to design their own configuration as per their suitability/viability to meet the requirements stipulated in the RfS).

2) In case of discrepancies with respect to the meaning of the terms as illustrated above, with usage of the above terms in other clauses of the RfS, the above

clauses, i.e., Cl. 6.2.1 (i)-(vii) of the RfS shall prevail.

ix) The Firm and Dispatchable RE Power Configuration will be submitted by the bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed till the time of Financial closure. Also any change in delivery point(s) is /are allowed till the time of Financial closure. Provided that any extension in SCSD on account of such change (s) in configuration / delivery point / project location shall not be granted. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure / commencement of supply of power on account of the above, will be borne by the RPD. However, subject to provision of Clause no. 4.2.1, the RPD is allowed to increase/install additional RE generating capacity and/or Energy storage System (ESS) subsequent to the above deadline/beyond SCSD for the purpose of repowering and/or increase the quantum of Renewable Energy beyond the level initially committed. In case the rated capacities of the RE components are increased subsequent to the above deadline/beyond SCSD and such addition of RE Capacity leads to any additional transmission/other charges upon Procurer, as per the applicable regulations, then such additional transmission/other charges shall be borne by the RPD.

x) Further, in case the Bidder chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with a spare capacity will not be allowed during the Term of the PPA.

For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may be tied-up separately with a third party, by the RPD for supply of power. However, it must be noted that in case the ESS is charged from non- RE power, such ESS will be construed to be the non-RE component.

6.2.2 RPD has to offer power such that 100% of the annual energy offered corresponds to RE Power. RPD can, however, source up to 5% RE power (on energy terms) on annual basis from the green market sources/bi lateral agreements towards meeting the supply conditions stipulated in the RfS.

6.2.3 RPD shall combine the RE generating system with energy storage for ensuring that it achieves the required availability and supply of Firm and Dispatchable RE Power ensuring the performance criteria stipulated in the RfS, provided power from RE sources were used to store energy in the storage system.

6.3 Clearances Required from the State Government and Other Local Bodies:

6.3.1 The RE Power Developers/RPDs are required to obtain all necessary clearances and permits as required for setting up the RE Power Projects complemented with Power from

any other source, including but not limited to the following:

i) No Objection (NOC)/Environmental clearance (if applicable) for the Project.

ii) Forest Clearance (if applicable) for the land for the Project.

iii) RPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 90 days of Effective Date of PPAs or 30 days from the date of possession of the land identified for the Project, whichever is later and forward the copies of application to Tata Power-D within 07 days of filing the applications.

iv) In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard(GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.

v) Any other clearances as may be legally required, in order to establish and operate the Project.

6.3.2 The above clearances, as applicable for the Project, will be required to be submitted to Tata Power-D prior to commissioning of the Project, if sought by Tata Power-D. In case of any of the clearances as indicated above being not applicable for the said Project, the RPD shall submit an undertaking in this regard, and it shall be deemed that the RPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RPD. The RPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

6.3.3 The RPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the RPD to remain updated about the applicable charges payable to the State Nodal Agency (SNA) under the respective State Solar Policy.

6.3.4 The RPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.

6.3.5 The above timeline shall be adhered to, in order to examine cases where the RPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

6.4 Maximum Eligibility for Contracted Capacity Allocation for a Bidder:

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

6.4.1 The minimum quantum of power that can be offered by the Bidder shall be 50 MW and the maximum quantum of power shall be 250 MW. The total cumulative capacity of power to be awarded under this RfS shall be 250 MW.

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 250 MW, in the prescribed formats. However, for Projects located in North-Eastern States or Projects connected to Maharashtra InSTS, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 25 MW. The Contracted Capacity shall be quoted in multiple of 10 MW only.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

6.4.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 250 MW.

6.4.3 The evaluation of bids shall be carried out as described in Section-V of the RfS. The methodology for Allocation of Projects is elaborated in Section-V of the RfS.

6.4.4 Subject to the exception as per Clause 6.4.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6.5 RE Project Location:

6.5.1 The RE Projects can be located anywhere in India. For a single Project, the RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. The different components of "Firm and Dispatchable RE Power" i.e. solar, wind and any other source or storage can be connected with ISTS or InSTS network at different ISTS or InSTS sub- stations. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 6.6 of the RfS.

6.5.2 The term "RE Project" shall have the meaning as defined in Section-2 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

6.5.3 In case the RPD wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection point, control systems and metering arrangement.

Further, each project components (viz. Wind / Solar / ESS / any other RE source) shall have separate metering arrangement for metering of source wise energy generation for

meeting the respective RPO Obligations as applicable.

6.5.4 It may be noted that the offered RE Project may be relocated by the RPD until financial closure. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure/commencement of supply of power on account of the above, will be borne by the RPD. In case any change in project location by the RPD during the project construction period results in any modification in the GNA to be taken by the Tata Power-D, any additional charges/ penalties payable by the Tata Power-D in this regard shall be borne by the RPD. However, such location(s) should be chosen taking cognizance of the provision as per Clause 6.6 of the RfS.

6.6 Connectivity with the Grid at Interconnection Point/Delivery Points:

6.6.1 The Project should be designed for interconnection with the ISTS or InSTS in accordance with the prevailing CERC/MERC regulations in this regard. For interconnection with the grid and metering,the RPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulationson Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS or at Maharashtra InSTS shall be 132 kV. Different components of RTC power i.e., solar, wind and any other source or storage, can be connected with the grid at different ISTS or Maharashtra InSTS sub-stations.

6.6.2 The responsibility of getting the ISTS or Maharashtra InSTS connectivity shall entirely be of the RPD and shall be at the cost of the RPD, in line with applicable regulations. Such availability oftransmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS or Maharashtra InSTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the RPD at its own cost. In case a RPD is required to use Intra STS (other than Maharashtra) to bring RE power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point(s) shall be responsibility of the RPD, to be undertaken entirely at its cost and expense.

6.6.3 The arrangement of connectivity can be made by the RPD through a transmission line upto the Interconnection Point at ISTS or at Maharashtra InSTS. The entire cost of transmission including cost of construction of line, transmission charges, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point at ISTS or at Maharashtra InSTS will be borne by the RPD. Arrangements shall be put in place prior to commissioning of project / commencement of supply of power as regards the methodology for billing these expenses to the Tata Power-D.

6.6.4 The RPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as well as other Regulations issued by CERC/CEA as amended from time to time. It is further clarified that the Entities (RPD and Tata Power-D) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure, irrespective of the provisions of the RfS and PPA.

6.6.5 The Bidders are free to choose the ISTS or InSTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

i) Existing substations having available margin as indicated by the respective substation owner.

ii) Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.

iii) Substations approved under the updated plan made available by the CTU on its website, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above three choices will be liable for rejection.

Note: In case Bidder has already secured connectivity at any substation (s) specified under Clause 6.6.5, bid indicating such substation(s) shall also be considered.

6.6.6 The transmission connectivity to the RPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the RPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.

6.6.7 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU or Maharashtra STU substation through a common transmission line subject to the following conditions;

i) Acceptance of such an arrangement by CTU/ RLDC or Maharashtra STU.

ii) Energy injected by each Project will be recorded and jointly signed by respective RPDs and copies of the same will be submitted to Tata Power-D/CTU/Maharashtra STU as required.

iii) The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.

iv) In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the RPDs who share

such a Pooling arrangement, based on their monthly generation.

6.6.8 The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD. For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. For RE component of the total power supplied, DSM as per RE regulations shall be applicable. The DSM charges at the generator ends shall be settled by the RPD. In order to remove potential discrepancies and ambiguities, the RPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Tata Power-D, as per the Regulations in force. Tata Power-D may facilitate in identification of any discrepancy and assist the RPD for its early rectification without any liability on Tata Power-D. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

6.6.9 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by RPD as per provisions of PPA. Pursuant to Clause 6.6.8 above, the Tata Power-D will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.

6.6.10 The RPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of signing of PPA, and shall furnish copies of the application, complete in all respect, to Tata Power-D within 15 days of date of filing of application. RPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement/any other agreement(s) signed with STU/CTU etc. within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to Tata Power-D.

The RPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of RPD, then the same may be considered as RPD's Event of Default and shall be dealt as per the provision of PPA / RfS.

In case the RPD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to Tata Power-D.

In case the ESS component is located separately from the Solar PV/Wind generating components of a Project, the charges for charging and discharging the ESS, as applicable under GNA regulations or other applicable Regulations and other orders issued by MoP/CERC/MERC will be borne by the RPD as applicable.

6.7 Power Supply by the Firm and Dispatchable RE Power Developer:

6.7.1 Criteria for Power Supply

a) The procurement shall be in power (MW) terms. The RPD shall supply the contracted capacity of Firm and Dispatchable Power from Renewable Energy (RE) Power Projects based on generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with Energy Storage System keeping the availability of minimum 90 % during peak hours of contracted capacity in MW.

b) The Bidders will declare the annual CUF for the contracted capacity at the time of submission of response to RfS. The declared annual CUF shall in no case be less than 40%. The RPDs will be allowed to revise the same once within first year after Commencement of Supply of Power Date (CSD), subject to condition that the revised annual CUF shall not be less than 90 % of the CUF initially quoted by the Bidder, however the revised annual CUF shall in no case be less than 40%. Thereafter, the CUF for the contracted capacity shall remain unchanged for the entire term of the PPA. It shall be the responsibility of the RPDs, entirely at its cost and expense set up adequate RE Capacity or ESS/tie up the capacity as may be necessary to achieve the required CUF. The RPDs shall maintain generation so as to achieve annual CUF within + 10% and -10 % of the declared value till the end of the PPA duration of 25 years.

c) The RPD shall be allowed to schedule/supply only upto 50% of the contracted capacity of Firm and Dispatchable Power (in MW) from Renewable Energy (RE) Power Projects, during 11:00 hours to 15:00 hours, for the initial 3 years. For the remaining 22 years of PPA period, there shall be no such restriction on scheduling of power.

d) The criteria as mentioned at 6.7.1 (a), (b) and (c) above will, however, be relaxable by Tata Power-D to the extent of non-availability of grid for evacuation which is beyond the control of the RPDs. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after Commencement of Supply Date of contracted capacity. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

e) For calculation of peak hours availability shortfall, availability will be calculated at the end of each month for every Contract Year.

f) The peak hours shall be from 17:00 Hours to 24:00 Hours, out of which any 4 hours of a day shall be chosen by Tata Power-D, for offtake of power, on a daily basis.

Energy Storage Systems (ESS) shall constitute part of the Project. It is clarified that ESS charged using a source other than RE power would not qualify as RE power.

The RPD is mandated to install ESS capacity @minimum 250 kWh per MW capacity being contracted under the PPA. However, the RPD may install ESS of higher capacity and shall design the FDRE project configuration so as to achieve the stipulated peak hours availability and annual generation from the project.

The RPD may supply the required energy during Peak Hours either from the stored energy in the ESS or from any RE generation from the Project available during the Peak Hours. After fulfilling the obligations of assured peak power supply, the ESS may be utilized for any other application by the RPD within the availability of connectivity.

g) Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times during Peak hours. The RPD shall declare the Availability corresponding to the Project for each time-block within the timelines as per Applicable Laws and Regulations. It is to be noted that the summation of generation schedule of RE Power and Power from any other source cannot be more than the Contracted Capacity in any time block.

h) Tata Power-D, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Tata Power-D shall not ask for despatch in excess of the declared Availability by the RPD, unless mutually agreed between the RPD and the Tata Power-D.

i) Pursuant to the provisions of Clause 6.7.1 (e) above, the RPD shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.

j) It is mandated to make available the plant to the Tata Power-D as per availability criteria mentioned above. The generated energy shall be dispatched through scheduling of power by the Tata Power-D.

k) The Energy Storage System (ESS) component charged with RE sources bought under this RfS shall be eligible for RPO compliance.

l) It is to be noted that the summation of generation schedule of RE Power by the Procurer from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the RfS or PPA, considering the applicable losses. The Generator may, however, apply for connectivity and GNA (if applicable), in accordance with extant Regulations.

6.7.2 Shortfall in Firm and Dispatchable RE Power Offered:

a) Subsequent to commencement of SCSD, in case of shortfall in 90% availability

during the Peak Hours to be calculated on monthly basis, on account of reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damage provided in the PPA (Power Purchase Agreement). The above damage shall be applied to the amount of shortfall in generation corresponding to the shortfall in availability during the peak hours to be calculated on monthly basis and the same shall be deducted from the invoicing of monthly bill.

b) If for any Contract Year, it is found that the RPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the RPD, on account of reasons primarily attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages as per criteria mentioned below at Clause 6.7.2 (c).

c) In case of shortfall in the availability of contracted capacity during peak hours and the supply of energy corresponding to minimum CUF as specified in Clauses 6.7.2 (a) and 6.7.2 (b) respectively, for reasons attributable to RPD, the RPD shall be liable to pay to the Procurer, penalty for such shortfall in availability and supply of energy. Penalty for not meeting the stipulated availability during peak hour and supply of energy on annual basis shall be equal to one and a half times the tariff for the number of units not supplied. An illustration for determination of Liquidated Damages for the above- mentioned scenarios are mentioned in Annexure-D.

d) The performance criteria as per Clause 6.7.1 above shall not be applicable for the Contract Year ending on 31st March immediately after SCSD of the contracted capacity.

e) The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developers subsequent to commissioning and commencement of supply of power. For each Contract Year, the above data will be required to be submitted by the respective Developers to Tata Power-D within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.

   Note: In a particular Contract Year, in case of shortfall in Peak availability of 90% and annual shortfall in supply of energy corresponding to minimum CUF as specified in Clauses 6.7.1 (a) and 6.7.1 (b) respectively, both damages shall be applicable. However, damages on account of annual CUF shall be calculated subject to adjustment of damages on account of Peak Hour availability. Please refer the illustration at Annexure-D.

f) RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in power offered is a genuine and accurate pre- estimation of the actual loss that will be suffered by Tata Power-D. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and

reasonable pre- estimate of the damages that may be suffered by the Tata Power-D in each case specified under the PPA.

g) However, this damage shall not be applicable in events of Force Majeure identified under the PPA with Tata Power-D, affecting supply of power by the RPD.

6.7.3 Excess Generation:

In order to allow optimization of operation of RE power plant, the RPD is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The RPD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer. However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market. The RPD may repower the Project at any stage, if required in order to meet the generation or availability requirement of this Project.

In case at any point of time, the peak power from the Firm and Dispatchable RE Power configuration reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the RPD will have to forego the excess generation and reduce the output to the Contracted Capacity to ensure compliance with grid requirement.

Any instance of third-party sale of power from the Project by the RPD / REPG, while the demand / contracted Capacity specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Indian Energy Exchange (IEX)) for the quantum of such sale).

6.8 Commencement of supply of Power:

RPD shall commence the supply of Firm and Dispatchable RE Power from the date as specified in the PPA and as per the commencement of supply schedule specified at Clause 6.8.2 below. In case, RPD set up new RE Project/ Energy Storage System to supply Firm and Dispatchable RE Power under this RfS, Commencement of supply of power / Commissioning of the Project shall be carried out by the RPD in line with the procedure as per the PPA document. Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

It is clarified that Tata Power-D shall bear no responsibility in declaration of commissioning/COD of the Project. Tata Power-D's scope will be limited to verifying the installation of rated capacity(ies) of the Project, with respect to the committed

Installed Capacity as part of the PPA. The date of onset of commercial offtake of power by Tata Power-D shall be determined as the date of commencement of power supply under the RfS/PPA. Prior to declaration of commencement power supply, the RPD shall submit Commissioning certificate for the corresponding Installed Capacity to Tata Power-D as part of the requisite documents.

6.8.1 Part Commencement of supply of Power:

Part Commencement of Supply of Power of the Project shall be accepted by Tata Power-D subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCSD will not get altered due to part- commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the bid. Irrespective of dates of part commencement of supply of power, the PPA will remain in force for a period of 25 years from the Scheduled Commencement of Supply Date or the date of commencement of full contracted Capacity, whichever is later.

6.8.2 Commencement of Supply Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commencement of Supply:

i) The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on 24 months from the Effective Date of the PPA or any other date prior to the above mentioned dates as declared by the RPD (subject to acceptance by the Tata Power-D). Tata Power-D is willing to procure power from 1 May, 2027. Accordingly, the Bidders may suggest the date for commencement of supply prior to 24 months from the Effective Date of the PPA.

ii) The maximum time period allowed for commencement of supply of power for the full contracted capacity with applicable liquidated damages, shall be limited to the date as on 06 months from the SCSD or the extended SCSD (if applicable).

iii) In case of delay in commencement of supply of power for the full contracted capacity beyond the SCSD until the date as per Clause 6.8.2.ii above, as part of the liquidated damages, the total PBG amount for the contracted capacity shall be encashed on per-day-basis and proportionate to the balance capacity for which supply of power not commenced.

iv) In case commencement of supply of power for the full contracted capacity is delayed beyond the date as per Clause 6.8.2.ii above, the PPA capacity shall stand reduced/amended to the contracted capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.

v) It is to be noted that in case, RPD set up new RE Project/ Energy Storage System to supply Firm and Dispatchable RE Power under this RfS, commencement of supply of power/part supply of power of the Project will not be declared until the RPD demonstrates possession of land in line with Clause 6.14 (COD), in addition to the other conditions as per the Commissioning Procedure. For part commencement of supply of power, portion of land on which the part of the project is commissioned should be under clear possession of the RPD in accordance with clause 6.14 of the RfS.

vi) The date of onset of commercial offtake of power by Tata Power-D shall be determined as the date of commencement of power supply under the RfS/PPA. Prior to declaration of commencement power supply, the RPD shall submit COD certificate for the corresponding Installed Capacity to Tata Power-D as part of the requisite documents.

6.8.3 Delay in commencement of supply of power on Account of Delay in GNA Operationalization

6.8.3.1 The responsibility of obtaining General Network Access (GNA) shall be of the Tata Power-D prior to commissioning of the Project/commencement of supply of power. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project capacity (contracted capacity), and it is established that:

i) The RPD has complied with the complete application formalities as per Clause 6.6.4 above and as per the Detailed Procedure as issued by the CTU,

ii) The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and

iii) The delay in grant of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by Tata Power-D.

6.8.3.2 In case of delay in commissioning of Project due to reasons beyond the reasonable control of the RPD, Tata Power-D may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension

requests under this clause shall be dealt by Tata Power-D on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.

6.8.3.3 Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on the Tata Power-D including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD.

6.8.4 Early commencement of supply of power:

i) The RPD shall be permitted for commencement of supply of power for the full contracted capacity as well as part contracted capacity of the Project even prior to the SCSD, subject to availability of transmission connectivity and General Network Access. Early commencement of supply of power of the Project will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will vest with the Tata Power-D. In case Tata Power-D agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased by Tata Power-D at the PPA tariff.

In case Tata Power-D does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the RPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by Tata Power-D, whichever is earlier. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of Tata Power-D. Such intimation regarding consent to procure energy from early commissioning shall be provided by Tata Power-D within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.

ii) In case of multiple project components and if one or more such component (wind, solar or other RE Power generating system) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA, with first right of refusal for such power being vested with the Tata Power-D. In case Power-D decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at upto 50% of the PPA Tariff.

Following should be noted under this scenario:

a) The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS and PPA. This is a special scenario wherein in case one or more project component(s) is/are ready, the

powersupply from such component is not wasted.

b) The terms "SCSD" and "Commencement of supply of power" as per the RfS and PPAwill not be applicable for such component. Commissioning/injection of power from such component will be allowed only if the same is allowed as per theapplicable regulations.

c) The above scenario will be applicable until the RPD is ready to commence supply of power from the Project as per the provisions of "Early and/or Part commencement of supply of power" from the Project.

6.9 Performance Bank Guarantee (PBG):

6.9.1 Bidders selected by Tata Power-D based on this RfS shall submit Performance Guarantee for a value @ INR 30.65 Lakhs/MW (INR 30,65,000/MW) corresponding to the Contracted Capacity for which PPA is being signed prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCSD. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by Tata Power-D to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the RPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS

Further, in case of delay in part/full commencement of supply of power beyond SCSD, prior to declaration of commencement of supply by the RPD from such part/full Contracted Capacity, the RPD shall be required to submit an additional PBG corresponding to the amount of applicable penalty, as per provisions of Clause 6.8.2, on that part/full Contracted Capacity.

6.9.2 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

6.9.3 The RPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 4.4.1(ii) of the RfS.

6.9.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in

rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

6.9.5 Tata Power-D has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by Tata Power-D in terms of the guarantee as in the case of appropriation of the cash deposit lying with Tata Power-D.

6.9.6 The selected Bidder for the Project selected based on this RfS is required to sign PPA with Tata Power-D within the timeline as stipulated in Clause 6.11 of the RfS. In case, Tata Power-D offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 6.12 (Financial Closure) of the RfS, or does not meet eligibility criteria upon submission of documents, or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by Tata Power-D from the Bank Guarantee available with Tata Power-D (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

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

6.9.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/RPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to HDFC Bank Ltd, Ground Floor, Jehangir Building, M G Road, Fort, Mumbai, Maharashtra, 400001, IFSC code: HDFC0000060, Client Name: The Tata Power Co. Ltd.

6.9.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

6.9.10 After the bidding process is over, Tata Power-D shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of RPDs shall be returned to them, within 45 days after successful commissioning of their projects and commencement of supply of power for contracted capacity as per Terms of PPA, after taking into account any liquidated damages due to delays in commencement of supply of power as per Clause 6.8.2 and 6.8.3.1 of the RfS.

6.9.11 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the RPD/REPG also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of

Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by Tata Power-D within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 6.9.1 above, for the amount and validity period as per those Clause 6.9.1 above. In case the RPD /REPG chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause above, will be applicable in this case too.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)".

6.10 Not Used

6.11 Power Purchase Agreement (PPA):

6.11.1 Tata Power-D shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS within 10 days from the date of issuance of conditional LOA. A copy of standard PPA to be executed between Tata Power-D and the selected RPD is available on ISN- ETS Portal, CPP portal and also on Tata Power-D's website. PPA will be executed between Tata Power-D and selected bidder or its SPV for the Project.

6.11.2 PPA will be executed between Tata Power-D and the RPD as per the breakup of the Contracted Capacity awarded to the Bidder. The RPD shall provide the configuration of the contracted capacity, i.e. the break- up of the Contracted Capacity quoted, in the Covering Letter (Format 7.1), which shall remain unchanged until issuance of LoA.

Subsequent to issuance of LOA, the above configuration can be changed till the time of financial closure, subject to provisions stipulated in clause 6.2.1.

Further, for the contracted capacity awarded, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.

Delay in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder.

In case any change in project location by the RPD during the project construction period results in any modification in the GNA to be taken by the Tata Power-D, any additional charges/ penalties payable by the Tata Power-D in this regard shall be borne by the RPD.

6.11.3 The PPAs shall be valid for a period of 25 years from the Scheduled Commencement of Supply Date (SCSD) or the date of commencement of supply of full Contracted Capacity, whichever is later. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the RPD and Tata Power-D.

6.11.4 The Performance Bank Guarantee as per Clause 6.9 above shall be submitted by the RPD prior to signing of PPA. Before signing of PPA between Tata Power-D and the RPDs, Tata Power-D will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the RPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

6.11.5 Successful bidders will have to submit the required documents to Tata Power-D within 7 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, Tata Power-D shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date of signing of PPA.

In case Tata Power-D intimates to the Successful Bidder, a particular date as the date for signing of PPA and the PPA signing gets delayed on account of reasons attributable to the RPD, the date as specified by Tata Power-D shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

6.11.6 The RPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPD and Tata Power-D as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

6.11.7 **Applicable Tariff:**

"Applicable Tariff" means the final quoted single tariff, which shall be quoted for 25 years of term of the of PPA. The tariff shall be quoted at the delivery point. The tariff shall be quoted specifically as per the instructions laid out in the RfS.

6.12 Financial Closure or Project Financing Arrangements:

6.12.1 The Projects shall achieve Financial Closure by the date as on 12 months prior to the SCSD/ extended SCSD.

6.12.2 At the stage of financial closure, the RPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the RPD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The RPD shall also submit the DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

6.12.3 Checklist of documents to be submitted at this stage is provided at Annexure-C of the RfS.

6.12.4 In case of default in achieving above condition as may be applicable within the stipulated time, Tata Power-D shall be entitled to encash PBG/POI and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the RPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of RPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of RPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, Tata Power-D shall issue notices to the RPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective RPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non- submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days-Tata Power-D shall encash the PBG/POI of the corresponding RPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the RPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the RPD. In case of the RPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the RPD shall be returned by Tata Power-D. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro- rata basis. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the Contracted capacity commissioned as on Scheduled Commissioned Date.

6.12.5 The RPD will have to submit the required documents to Tata Power-D at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, Tata Power-D shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

6.13 Land Arrangements for the Project:

6.13.1 The RPD shall be entirely responsible for acquiring the land required for setting up the project and Tata Power-D shall not in any manner be responsible for the same.

6.13.2 The RPD shall submit documents/Lease Agreements to establish possession/right to use 100% (hundred per cent) of the required land in the name of the RPD for a period not less than the complete term of the PPA, on or before the SCSD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the RE Power Generator.

6.13.3 The RPD shall submit a sworn affidavit from the authorized signatory of the RPD listing

the details of the land and certifying that total land required for the Project is under clear possession of the RPD.

6.13.4 With respect to demonstration of land possession by the RPD, commissioning of the Project will not be allowed until the demonstration of land possession by the RPD in terms of this Clause and Clause 6.8.3.2(v) of the RfS. However, in case of delays in demonstrating land possession by the RPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCSD shall be suitably extended.

6.14 Commercial Operation Date (COD) and Commencement of Supply Date (CSD):

6.14.1 Commercial Operation Date (COD) shall be the date declared by the generating station after undergoing a successful trial run as per IEGC 2023 or MEGC, 2024 and amendments thereof, and subject to fulfilment of other conditions, if any, of this PPA. In the case of a generating station as a whole, the commercial operation date of the last unit of the generating station shall be considered as the COD of the generating station. Further, Commencement of Supply Date (CSD) shall be the date of commencement of supply of power of the contracted capacity. The following milestone dates may therefore be observed and may fall on separate dates.

a) **Interconnection with Grid:** This may be provided by the STU/ CTU/ DISCOM, on the request of the RPD, even if the Project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

b) **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. Tata Power-D may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before CSD shall not be at the cost of Tata Power-D under this scheme and developers will be free to make short-term sale to any organization or individual. Tata Power-D may agree to buy this power as a trader if they find it viable outside this RfS.

6.14.2 Prior to commencement of power supply under the PPA, the RPD shall be required to demonstrate installation and COD of rated capacities of Wind, Solar PV, ESS or any other RE components on pro-rata basis, pertaining to the Contracted Capacity (part/full) being proposed to commence power supply. It is clarified that commissioning/COD of a single component or having a composition lower than the above required percentage, shall not construe commencement of power supply from the Hybrid Project.

6.14.3 The RPD shall submit requisite documents at least 30 days prior to trail run of the

Project, including but not limited to the following:

i) Intimation regarding the proposed timeline for commencement of supply of power from the Project.

ii) Copy of CON-4 report submitted to CTU.

iii) CEI/CEIG (as applicable) report containing approval for all the components, including modules, WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate.

iv) Approval of Metering arrangement/scheme from CTU/GRID INDIA/ any other concerned authority as applicable

v) Plant Layout, Plant (AC & DC) SLD

vi) Affidavit certifying that the RPD has obtained for all the necessary approvals for commencement of power supply from the Project, and indemnifying Tata Power-D against any discrepancies in the above details.

vii) Affidavit from the RPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying Tata Power-D against any discrepancies in the above details.

viii) Documents to establish the compliance of technical requirement as per PPA/RfS.

ix) Invoices against purchase of the solar modules, WTGs, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules, WTGs and inverters at site along with certified summary sheet by the authorized signatory.

x) In addition to the above, the RPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of energy storage systems, if any, RLMM/ALMM certificates (as applicable), insurance documents of Project etc.

6.15 Minimum Paid Up Share Capital to be Held by Project Promoter:

6.15.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the RPD shall provide information about its promoters and their shareholding in the Company before signing of PPA with Tata Power-D.

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

Following shall not be considered as change in shareholding as mentioned above:

i) Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.

ii) Conversion of CCDs, CCPs etc. already issued to existing shareholders.

iii) Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.

iv) Transfer of shares within the members of Immediate Promoter Group only.

v) Transfer of shares to IEPF.

vi) Issue of Bonus Shares.

6.15.3 In case of the Successful Bidder itself executing the PPA, it shall ensure that its promotors shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the bidding company/consortium till 01 (one) year from the SCSD, except with the prior approval of Tata Power-D.

6.15.4 In case of Project being executed through SPVs: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 01 (one) year from the SCSD, except with the prior approval of Tata Power-D. In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year from the SCSD except with the prior approval of Tata Power-D. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) year from SCSC, except with the prior approval of Tata Power-D.

6.15.5 Any change in the shareholding after the expiry of 01 year after SCSD can be undertaken under intimation to Tata Power-D.

---------- END OF SECTION ----------

SECTION VII:

FORMS & FORMATS FOR BID SUBMISSION

FORMAT 7.1

COVERING LETTER

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

Ref. No…… **Date:**

From…..... *(Insert name and address of Bidding Company/ Lead Member of Consortium*)

……..

……

Tel.#: ……..
Fax#:……..
E-mail #.....

To

Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Subject: **Response to RfS No. …….. dated …….. for…….. (Insert title of the RfS)**

Dear Sir/ Madam,

We, the undersigned……. *[Insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to Tata Power-D, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS(as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever is not applicable).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 250 MW, including this response to RfS.

We are submitting application for the development of following Project(s): -

Contracted Capacity offered*	Supply of Firm & Dispatchable Power Configuration (RE + ESS Breakup)	Location(s) (Village, Tehsil, Dist., State)	Inter-Connection Point(s) Details
	Solar PV component: ……..MW (AC), …….MWp (DC) (DC/AC Ratio…..)		
	Wind power component: …….MW		
	ESS Component: ……..MW / MWh		
	Other Component (if any)		

1) We give our unconditional acceptance to the RfS, dated……..*[Insert date in dd/mm/yyyy]* and standard PPA documents attached thereto, issued by Tata Power-D. In token of our acceptanceto the RfS and PPA documents along with the amendments and clarifications issued by Tata Power-D, the same have been digitally signed by us and enclosed with the response to RfS.We shall ensure that the PPA is executed asper the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the supply of power of full contracted capacity shall commence within the deadline as per Clause 6.8.2 of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.

2) Earnest Money Deposit (EMD):- (Please read Clause 3.10 carefully before filling)

We have enclosed EMD of INR .....(Insert Amount), in the form of Bank Guarantee……. [Insert bank guarantee] dated [Insert date of bank guarantee/] as per Format 7.3A/7.3B from .....[Insert name of bank providing bank guarantee issuing agency] and valid up to…… ...in terms of Clause No. 3.10 of this RfS. The total RE capacity for supply of Firm and Dispatchable power offered by us is ……. MW [Insert cumulative capacity proposed]. (Strike off whichever is not applicable)

3) We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 6.9 & 6.10 of this RfS on issue of LoA by Tata Power-D for the selected Projects and/ or we are not able to sign PPA with Tata Power-D within the timeline as stipulated in the RfS for the selected Projects, Tata Power-D shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4) We have submitted our response to RfS strictly as per Section VII (Forms and Formats for bid submission) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5) We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and Tata Power-D offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6) **Acceptance: -** We hereby unconditionally and irrevocably agree and accept that the decision made by Tata Power-D in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of this process.

   We also unconditionally and irrevocably agree and accept that the decision made byTata Power-D in respect of award of Projects according to our preference order as above and in linewith the provisions of the RfS, shall be binding on us.

7) **Familiarity with Relevant Indian Laws & Regulations: -** We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable usto submit this response to RfS and execute the PPA, in the event of our selection as SuccessfulBidder.

8) In case of our selection as the Successful bidder under the scheme 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 RfS. Further we will submit a Board Resolution prior to signing of PPA with Tata Power-D, committing total equity infusion in the SPV asper the provisions of RfS.

9) We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

10) It is confirmed that our response to the RfS is consistent with all the requirements of submissionas stated in the RfS, including all clarifications and amendments and subsequent communicationsfrom Tata Power-D.

11) The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our responseto the RfS.

12) We confirm that all the terms and conditions of our Bid are valid up to……..(*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 12 months from the last date of submission of response to RfS].

13) Contact Person :

Details of the representative to be contacted by Tata Power-D are furnished as under:

Name : ……

Designation :……

Company :……

Address :……

Phone Nos. :……

Mobile Nos. :……

Fax Nos. :……

E-mail address:……

14) We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the……._day of……., 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney / Board Resolution/ Declaration

FORMAT 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favour of the Lead Member)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

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 if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated……..… and having agreed to ..... appoint M/s…… as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s……..…. a company incorporated under the laws of ……..……and having its Registered/ Head Office at…….…….as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No……..

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

i) To submit on behalf of Consortium Members response to RfS.

ii) To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

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

For and on behalf of Consortium Member

M/s…….

……..

(Signature of person authorized by the board)

Name Designation:

Place:

Date:

Accepted:

……..

(Signature, Name, Designation and Address of the person authorized by the board of the Lead Member)

Attested

…….. (Signature of the executant)

…….

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

Place: …… Date: …….

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-II, Definition of Terms of the RfS

FORMAT 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: ……

Bank Guarantee No.: .....…

Date: .....

In consideration of the……. *[Insert name of the Bidder]* (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for "Selection of RE Power Developers for Supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects with / without Energy Storage System in India under Tariff-based Competitive Bidding" of the cumulative capacity of……. MW [Insert cumulative Bid capacity/ Contracted Capacity proposed] for supply of power there from on long term basis, in response to the RfS No. …… dated ……. issued by Tata Power-D Limited (hereinafter referred to as Tata Power-D) and Tata Power-D considering such response to the RfS of [Insert the name of the Bidder] as per the terms of the RfS, the …… [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Tata Power-D at …… [Insert Name of the Place from the address of Tata Power-D] forthwith without demur on demand in writing from Tata Power-D or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees……..[Insert amount not less than that derived In line with Clause 3.10.1 of the RfS, only, on behalf of M/s……*[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including ……[*insert date of validity in accordance with Clause No. 3.10 of this RfS*] 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…….[insert date of validity in accordance with Clause No. 3.10 of this RfS]. Tata Power-D shall be entitled to invoke this Guarantee till ……[insert date of validity in accordance with Clause No. 3.10 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the Tata Power-D 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 Tata Power-D, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Tata Power-D.

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 Tata Power-D to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Tata Power-D in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai 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 Tata Power-D 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 Tata Power-D or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to HDFC Bank Ltd, Ground Floor, Jehangir Building, M G Road, Fort, Mumbai, Maharashtra, 400001, IFSC code: HDFC0000060, Client Name: The Tata Power Co. Ltd.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR……(Indian Rupees…….Only) and it shall remain in force until……..[Date to be inserted on the basis of Clause No. 3.10 of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Tata Power-D 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…….

FORMAT 7.3 B

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG AGAINST EMD)

No…… Date: …….

Registered

To,

Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Reg: M/s ……. (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. ……

Dear Sir,

1) It is to be noted that M/s……. (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. …….(Rupees ……. only) to M/s…… under the Loan Agreement executed on…..…to execute Renewable Energy Projects.

2) At the request of M/s……, on behalf of……. (insert name of the Bidder), this Payment on Order Instrument (POI) is issued for an amount of Rs…….(Rupees……(in words)). This Payment on Order Instrument comes into force immediately.

3) In consideration of the …….. [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for "Selection of RE Power Developers for Supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects with / without Energy Storage System in India under Tariff-based Competitive Bidding" of the capacity of ……. MW [Insert Bid capacity / Contracted Capacity proposed] for supply of power there from on long term basis, in response to the RfS No……dated ……issued by Tata Power-D Limited (hereinafter referred to as Tata Power-D) and Tata Power-D considering such response to the RfS of [insert the name of the Bidder] as per the terms of the RfS, the……. [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to Tata Power-D at……[Insert Name of the Place from the address of Tata Power-D] forthwith without demur on demand in writing from Tata Power-D or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees……. [Insert amount not less than that derived In line with Clause 3.10.1 of the RfS], only, on behalf of M/s [Insert name of the Bidder].

4) In consideration of the above facts, IREDA/REC/PFC, having its registered office at……, agrees to make payment for the sum of Rs…….. lakhs (in words…) to Tata Power-D on the following conditions:

   a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of……. days of receipt of request from Tata Power-D within the validity period of this letter as specified herein;

   b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against Tata Power-D;

   c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

   d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (Tata Power-D and Bidding Party), subject to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;

   e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;

   f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by Tata Power-D made in any format within the validity period. IREDA/REC/PFC shall not require Tata Power-D to justify the invocation of the POI against the SPV/RPD, to make any claim against or any demand against the SPV/RPD or to give any notice to the SPV/RPD;

   g) The POI shall be the primary obligation of IREDA/REC/PFC and Tata Power-D shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RPD;

   h) Neither Tata Power-D is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against Tata Power-D in respect of the payment made under letter of undertaking.

5) Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto…… and IREDA/REC/PFC shall

make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs…….. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you

Yours faithfully

For and on behalf of

M/s. ……

(Name of the POI issuing Agency)

Copy to:- M/s……

……As per their request

FORMAT 7.3 C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: …….

Bank Guarantee No.: .....…

Date: .....……...

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'selected RE Power Developer' or 'RPD') submitting the response to RfS inter alia for …… [Insert title of the RfS] of the capacity of……MW, at……[Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated…… issued by Tata Power-D Limited (hereinafter referred to as Tata Power-D) and Tata Power-D considering such response to the RfS of……..[Insert name of the 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 RE Power Developer) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, M/s ……{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the……[Insert name & address of Bank] here by agrees unequivocally, irrevocably and unconditionally to pay to Tata Power-D at [Insert Name of the Place from the address of the Tata Power-D] forthwith on demand in writing from Tata Power-D or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees……[Total Value] 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 contractor 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……. Tata Power-D shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that Tata Power-D 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 Tata Power-D, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Tata Power-D.

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 Tata Power-D to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Tata Power-D in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai 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 Tata Power-D 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 Tata Power-D or to exercise, levy or enforce any distress, diligence or other process against the selected RE Power Developer/ Project Company, diligence or other process against the selected RE Power Developer / Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to HDFC Bank Ltd, Ground Floor, Jehangir Building, M G Road, Fort, Mumbai, Maharashtra, 400001, IFSC code: HDFC0000060, Client Name: The Tata Power Co. Ltd.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Tata Power-D and may be assigned, in whole or in part, (whether absolutely or by way of security)

by Tata Power-D to any entity to whom Tata Power-D 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 Tata Power-D 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 Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and

amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

FORMAT 7.3 D

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

No. ……..

Date:……. Registered

To,
Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Reg: M/s…….(insert name of the PPA signing entity) (Project No. ……. (Insert project ID issued by Tata Power-D) – Issuance of Payment on Order Instrument for an amount of Rs. ……

Dear Sir,

1) The Ministry of New and Renewable Energy, Government of India vide its letter dated 12th March 2020 has decided that to facilitate the promotion of solar and wind power development and implementation of the project by the Solar and Wind Power Developers who have entered into financing and funding agreements with IREDA/REC/PFC, the security by way of PBG in the form of Performance Bank Guarantee given by the Developers be allowed to be substituted by Letter of Undertaking/ Payment on Order Instrument issued by Non- Banking Finance Companies under the control of the Ministry of New and Renewable Energy and Ministry of Power. Tata Power-D and other nodal agencies appointed by the Government of India with whom the power developers have entered into Power Purchase Agreement may accept the same in place of PBG. The Ministry of New and Renewable Energy vide letter dated 12.03.2020 has, inter-alia, decided as under:

   After carefully examining the matter, the Ministry have decided as follows:

   i) *SECI or NTPC or any other implementing agency on behalf of MNRE (henceforth called implementing agencies) may release the Performance Bank Guarantee (PBG) of any project if RE developers are able to replace the same with Letter(s) of Undertaking to pay in case situation of default of RE developer in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC), the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP). These three financial institutions - IREDA or PFC or REC may issue such Letter(s) of Undertaking to pay*

only after securing their financial interests taking into account the security(ies) available with them as per their policy and after due diligence. These non-banking financial institutions would ensure that the security(ies) available with them are enough to cover full risk/ or exposure, which may arise on account of issue of such Letter(s) of Undertaking. Such Letter(s) may be termed as "Payment on Order instrument" and will have same effect as that of a Bank Guarantee issued by any public sector bank. This "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the implementing agencies on demand within stipulated time.

ii) *RE developers can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.*

iii) *For future projects, RE developers would be at liberty to either pledge Bank Guarantee(s) or Letter(s) of Undertaking as stated above towards Performance Bank Guarantee.*

iv) *The above decisions may be treated as amendments to the respective Standard Bidding Guidelines (SBG) (solar/wind) and notified accordingly.*

v) *Implementing agencies shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non- banking financial institutions or bank, except IREDA, PFC & REC*

2) It is to be noted that M/s……. (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs……(Rupees..….. only) to M/s……. under the Loan Agreement executed on to execute Renewable Energy Projects.

3) At the request of M/s , on behalf of (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs…… (Rupees…….(in words)). This Payment on Order Instrument comes into force immediately.

4) In consideration of the… [Insert name of the Bidder] (hereinafter referred to as selected RE Power Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of MW, at… [Insert name of the place] under RfS for (insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated…… issued by Tata Power-D (hereinafter referred to as Tata Power-D) and Tata Power-D considering such response to the RfS of [insert the name of the selected RE Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the RE Power Project of the RE Power Developer (RPD) and issuing Letter of Award No ……to…….. (Insert Name of selected RE Power Developer) as per terms

of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, M/s …….. {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the …….. [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to Tata Power-D at …… [Insert Name of the Place from the address of the Tata Power-D] forthwith on demandin writing from Tata Power-D or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees……. [Total Value] only, on behalf of M/s [Insert name of the selected RE Power Developer / Project Company].

5) In consideration of the above facts, IREDA/REC/PFC, having its registered office at ……., agrees to make payment for the sum of Rs……..lakhs (in words……) to Tata Power-D on the following conditions:-

   a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of……. days of receipt of request from Tata Power-D within the validity period of this letter as specified here in;

   b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against Tata Power-D;

   c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

   d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or with out knowledge or consent of the parties (Tata Power-D and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

   e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

   f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by Tata Power-D made in any format within the validity period. IREDA/REC/PFC shall not require Tata Power-D to justify the invocation of the POI

against the SPV/RPD, to make any claim against or any demand against the SPV/RPD or to give any notice to the SPV/RPD;

g) The POI shall be the primary obligation of IREDA/REC/PFC and Tata Power-D shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RPD;

h) Neither Tata Power-D is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against Tata Power-D in respect of the payment made under letter of undertaking.

6) Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto……..and IREDA /REC/ PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs……..and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you

Yours faithfully

For and on behalf of

M/s (Name of the POI issuing agency)

Copy to:-

M/s……

PP……

……As per their request

FORMAT 7.4

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 RfS vide RfS No……for……. (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Tata Power-D Limited (Tata Power-D), representing us in all matters before Tata Power-D, and generally dealing with Tata Power-D 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 ……. execute by the Consortium as per the provisions of the RfS. **[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.

FORMAT 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement ("Agreement") executed on this… Day…… of……..Two Thousand……. between M/s ……. [Insert name of Lead Member] a Company incorporated under the laws of….. and having its Registered Office at…… (hereinafter called the "Member-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 "Member-2", which expression shall include its successors, executors and permitted assigns), M/s…….a Company incorporated under the laws of……. And having its Registered Office at…….. (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No…….. dated issued by Tata Power-D Limited (Tata Power-D) a Company incorporated under the Companies Act, 2013, and having its Registered Office at Power System Control Centre, Station A, 1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station, Chembur-Mahul Mumbai-400074.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS Tata Power-D desires to purchase Power under RfS for……(insert title of the RfS);

WHEREAS, Tata Power-D had invited response to RfS vide its Request for Selection (RfS) dated……

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by Tata Power-D wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1) We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s…….), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2,……, Member-n and to submit the response to the RfS.

2) The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3) Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	**Percentage**
Member 1	…….
Member 2	…….
Member n	……
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (havingnot less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after Commencement of Supply Date (CSD).

6) The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.

7) In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as

aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitment.

10) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Mumbai alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11) It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Tata Power-D in terms of the RfS.

12) It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by Tata Power-D.

13) The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14) It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of Tata Power-D.

15) This Agreement

   a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

   b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

   c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Tata Power-D.

16) All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above

For M/s [Member 1]

…….

(Signature, Name & Designation of the person authorized vide Board Resolution Dated…)

Witnesses:

Signature:	Signature:
Name:	Name:
Address:	Address:

For M/s [Member n]

…….

(Signature, Name & Designation of the person authorized vide Board Resolution Dated…)

Witnesses:

Signature:	Signature:
Name:	Name:
Address:	Address:

…….

Signature and stamp of Notary of the place of execution

FORMAT 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No…….

Date:……

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

Tel.#: ……

Fax#:…….

E-mail address#.....

To

Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Sub: Response to RfS No……. dated…….. for…….

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs…….. Cr. (…….in words) as on the last date of Financial Year 2024-25 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 4.3.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
	TOTAL		

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member…….[Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: …….. Crore (Equity Commitment (%) * Rs. Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the

support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR……. (…….in words) as on the end of Financial Year 2024-25 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
……			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member: …… [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR…… Crore (Equity Commitment (%) * Rs…….Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RFS, by demonstrating a PBDIT of INR……(in words) as on the end of Financial Year 2024-25 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately) Name of Member: ….[Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR……Crore (Equity Commitment (%) * Rs……..Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
Membership No.
Regn. No. of the CA's Firm:

Date:

Note:

a) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover

duly certified by the Chartered Accountant.

b) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

c) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Tata Power-D Limited, in respect to our response to RfS vide RfS No…….. dated…….., that M/s…….(insert name of the Bidder), or any of its Affiliates is not a wilful defaulter to any lender, and that there is no major litigation pending or threatened against M/s…… (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

FORMAT 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No…….. Date: …….

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

…….

……

Tel.#:

Fax#:

E-mail address#

To

Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Sub: Response to RfS No……dated…… for ……..

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No……dated…….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 in terms of the definitions of the RfS, 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 RfS/PPA including but not limited to cancellation of our response to this RfS 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 Tata Power-D for a period of 2 years from the date of default as notified by Tata Power-D.

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 of Clause 4.1.4 of the RfS, 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 RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, Tata Power-D shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for…….(Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

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, including those mentioned above.

Dated the …….. day of…….., 20…….

Thanking you,

We remain, Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration

FORMAT 7.8 A

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No……. Date:……..

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

……..

……..

Tel.#:

Fax#:

E-mail address# To

Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Sub: Response to RfS No…… dated ……..for……..

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s…….. (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s……. (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No . …….

We undertake that M/s…….. (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s…… (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s…… (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, 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 RfS/PPA including but not limited to cancellation of our response to this RfS 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 Tata Power-D for a period of 2 years from the date of default as notified by Tata Power-D.

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 of Clause 4.2.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 11 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 RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, Tata Power-D shall take appropriate action as deemed necessary.

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

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, including those mentioned above.

Dated the…… day of……., 20……..

Thanking you,

We remain, Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

ANNEXURE TO FORMAT 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 7/10/2021-PPD(1) dated 23.02.2023

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

Ref. No…….. Date: ……

From……..(Insert name and address of Bidding Company/Member of Consortium)

……..

……

Tel.#:

Fax#:

E-mail address#

To

The Tata Power Company Limited

(Tata Power-D)
Power System Control Centre, Station-A,
1st Floor, Tata Power Co. Ltd.
Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Sub: Response to the RfS No .....dated ……

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 7/10/2021-PPD(1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"l 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……

Encl: OM dated 23.02.2023, as referred above

Name, Designation, Seal and Signature of Authorized Signatory

FORMAT 7.9

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium) (To be Submitted Separately for each Project)

Ref. No……. Date:……..

From…….(Insert name and address of Bidding Company/Member of Consortium)

…….

Tel.#:

Fax#

E-mail address#

To
Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Sub: Response to RfS No. …… dated…….for……..

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 6.12 under the title "Financial Closure" that the following details shall be furnished within 18 (eighteen) months/ 24 (twenty four) months (strike off whichever is not applicable) from Effective Date of the PPA.

1) Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
2) DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
3) Any other details sought as per the checklist communicated by Tata Power-D Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS

Dated the……day of……, 20….

Thanking you,

…….

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration

FORMAT 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED WIND-SOLAR HYBRID CONFIGURATION

(To be Submitted on the letterhead of the Bidder)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location(s) of Firm & Dispatchable RE Power components	
3	Contracted Capacity proposed	…….. MW
4	Brief about the Firm & Dispatchable RE Power Project Configuration Break up	
i)	Installed Capacity of Solar Component	
ii)	Installed Capacity of Wind Component	
iii)	Installed Capacity of ESS Component	
iv)	Any Other Component	
5	Committed Annual CUF for the offered capacity to be supplied in %	…….. %
6	Peak Hours availability on monthly basis (Minimum 90 %)	…….
7	Details to be submitted in case of tie-up with spare capacity of a RE power component	(To be enclosed as Annexure to this format)
8	Power supply profile of offered capacity	(To be enclosed as Annexure to this Format)

Dated the……day of…….., 20….

Thanking you, Yours faithfully,

…….

Encl.:

Hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as required under Cl 6.11.2.

FORMAT 7.11

PROOF OF TIE-UP WITH RE POWER CAPACITY/ESS (IF PPLICABLE)

(Not applicable in case of a Consortium between the Bidder and the Entity owning the RE Power /ESS proposed to be tied up)

(Board Resolution, signed by the authorized representative of the Board of Directors of the company owning such RE power/ESS being proposed for tie- up, duly notarised on a Rs.100/- non-judicial stamp paper

FORMAT 7.12

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

I / We, M/s ..... (Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds mentioned in para 6 of Guidelines on banning of Business dealing of Tender Document.

(Seal & signature of the Bidder)

FORMAT 7.13

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. ……. Date: ……..

From……(Insert name and address of Bidding Company/ Lead Member of Consortium)

……

……..

Tel.#:

Fax#:

E-mail address#

To
Chief-PSCC & Tech Services (T&D, MO)
Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Sub: Response to RfS No…… dated…….for…….. .

Dear Sir/ Madam,

I/ We,……(Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for…….number of Project(s) for a cumulative capacity of…….MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the ……._day of ……. , 20….

Name, Designation, Seal and Signature of Authorized Person in whose name
Power of Attorney/ Board Resolution/ Declaration

Notes:

1) For each substation identified, there can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects for a single substation, then the bid shall be considered as non- responsive.
2) If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non- responsive.
3) Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4) In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5) Tariff should be in Indian Rupee up to two decimal places only

FORMAT 7.14

PRELIMINARY ESTIMATE OF COST OF RE PROJECT COMPLEMENTED WITH ESS

Bid Capacity / Contracted Capacity: ……MW

Location: …….

Bidder may use any format to provide the break-up.

Dated the……..day of…….. , 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT 7.15

DECLARATION FOR INTER-STATE PROJECT TARIFF ADJUSTMENT

(Format to be submitted by bidders whose project located outside state of Maharashtra)

(This should be submitted on the Letter Head of the Bidding Company)

Ref. No. …… Date……..

From: (Insert name and address of Bidding Company)

…….

…….

Tel.#: ……...

Fax#. ……

E-mail address#

To,

Chief- PSCC & Tech Services (T&D, MO)

Power System Control Centre, Station A,

1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,

Chembur-Mahul Mumbai-400074

Sub: Application for Procurement of 250 MW FDRE power by Tata Power-D,

Dear Sir/Madam,

We have submitted the tariff quote at Delivery Point on ETS Portal and have considered ISTS charges and Losses, provided by Tata Power-D, as per below table:

Particular	ISTS charges	ISTS losses
Rs per kwh	0.11	0.22

We also further clarify that in case we get selected for Letter of Award (LOA)/Signing of PPA by Tata Power-D, then Tata Power-D shall issue LOA/Sign PPA at the tariff after deducting ISTS charges and ISTS losses (as provided by Tata Power-D).

Dated the……..day of…….. , 20….

Thanking you,

Annexure-A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment)Regulations, 2019, and subsequent amendments and clarifications.

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. SPV MODULES

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

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

b. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701

2. POWER CONDITIONERS/ INVERTERS

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000

Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. AUTHORIZED TEST CENTRES

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

5. WARRANTY

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. IDENTIFICATION AND TRACEABILITY

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

i) Name of the manufacturer of PV Module
ii) Name of the Manufacturer of Solar cells
iii) Month and year of the manufacture (separately for solar cells and module)
iv) Country of origin (separately for solar cells and module)

v) I-V curve for the module at Standard Test Condition (1000 W/m2, AM 1.5, 250C)

vi) Wattage, Im, Vm and FF for the module

vii) Unique Serial No. and Model No. of the module

viii) Date and year of obtaining IEC PV module qualification certificate

ix) Name of the test lab issuing IEC certificate

x) Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. SAFE DISPOSAL OF SOLAR PV MODULES

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e- waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. CAPACITY OF SOLAR PV PROJECTS

i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity& Energy" of the PPA is allowed.

ii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 50 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.

iii) Provisions of Article 4.6.1 of the PPA with RPD shall apply for the capacity not commissioned by the scheduled commissioning date.

iv) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

ANNEXURE-A1

Technical Parameters of BESS, BESS Characterization and Performance Parameters

A. Codes and Standards

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

Sr. No.	Standard	Description	Certification Requirements
1.	IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal	Applicable for Lead Acid and NiCd / NiMH batteries Applicable only for Lead Acid and NiCd / NiMH batteries
2.	UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
3.	UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619) + IEC 63056) for the Battery level
4.	IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.

5.	IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
6.	UL 9540 or (IEC TS 62933 - 5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems – Part 5-1: Safety considerations for grid integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
Power Conditioning Unit Standards for BESS			
7.	IEC 62909-1	Bi-directional grid connected power converters - Part 1: General requirements	
8.	IEC 62909-2 (if applicable)	Bi-directional grid-connected power converters - Part 2: Interface of GCPC and distributed energy resources	
9.	IEC 61683 Ed.1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency	
10.	IEC 61000-6-2 Ed.2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments	
11.	IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments	
12.	IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures	
13.	IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold	
14.		IEC 60068-2-2:2007 Environmental testing - Part 2-2: Tests - Test B: Dry heat	
15.	IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature	
16.	IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)	

B. General Specifications

1) **Identification and Traceability:** Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include

manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

2) **Other Sub-systems/Components:** Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

3) **Fire Protection:** The BESSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the BESSD shall also obtain thermal runaway characterization of the battery storage systems.

4) **Authorized Test Centres:** Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

5) **Warranty:** BESSD shall procure performance guarantees to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

C. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to the concerned authorities/organizations on line and/or through a report on regular basis every month for the entire duration of contract.

b) The SPDs shall provide access to the concerned authorities/organisations or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.

c) All data shall be made available as mentioned above for the entire duration of the Contract.

d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the concerned authorities/organisations. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, parameters to facilitate daily, monthly and annual report for performance monitoring.

e) Web-based monitoring should be available, which should not be machine dependent. The web based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

D. Safe Disposal of unit Batteries from the BESS:

The RPD will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non- repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

Appendix - A1

SAFETY STANDARDS TO BE FOLLOWED FOR ENERGY STORAGE SYSTEMS (AS APPLICABLE)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description
IEC 61427-2	Secondary cells and batteries for renewable energy storage for On- grid applications
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Non-chemistry Specific (applicable to all secondary battery types)
IEC 61508	Functional Safety of Electrical / Electronic / Programmable Electronic Safety-related Systems: Applicable for all Battery Energy Storage Systems
IEC 62133-1:2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications – Part 1: Nickel systems
IEC 62133-2 :2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 2: Lithium systems
IEC 62281/UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium-ion chemistries
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)
IEC TS 62933-5- 1:2017	Electrical energy storage (EES)systems - Part 5 - Safety considerations for grid-integrated EES systems 1: General specification

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

The Technical Parameters of BESS, BESS Characterization and Performance Parameters have been revised in line with "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by the Ministry of Power vide Resolution No. 23/16/2020-R&R Part (1) dated 10.03.2022.

Appendix – A2

COMMISSIONING PROCEDURE

Commissioning Procedure for the Project selected under the RfS shall be intimated by Tata Power-D in due course of time.

Annexure - B

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

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, *The Tata Power Co. Ltd (Tata Power-D)* 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 Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender 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:

1) Procure a Class III Digital Signing Certificate (DSC).
2) Register on Electronic Tender System® (ETS)
3) Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4) View Notice Inviting Tender (NIT) on ETS

5) For this tender -- Assign Tender Search Code (TSC) to a MA

6) 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.

7) Clarification to Tender Documents on ETS

   a. Query to Tata Power-D (Optional)

   b. View response to queries posted by Tata Power-D

8) Bid-Submission on ETS

9) Respond to Tata Power-D Post-TOE queries

10) 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) [referhttp://www.cca.gov.in].

Registration

To use the Electronic Tender® 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 RfS & 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 RfS 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 User-Guidance 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 toFriday 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 (Technical-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 3.14.1 of the RfS, 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 'Electronic Forms®' 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 bid-encryption 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 Electronic Forms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® 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 inthe Electronic Forms®, 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 Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® 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 Tata Power-D.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Tata Power-D 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 Tata Power-D's office for the Public Online TOE, if applicable for the RfS.

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 **http://www.bharat-electronictender.com, a**nd 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 DO'S AND DON'T S 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 (i.e. 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 (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bids'). 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. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the ‘successful bid receipt’.

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 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 Pass-Phrase(s) and if the bids are not opened with the pass-phrase submitted by bidder, Tata Power-D may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass- phrase immediately as requested by Tata Power-D, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by Tata Power-D.

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 thee-Reverse 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) Pay the ETS Bidding-Fee for e-Reverse Auction well in advance of the start of e- Reverse Auction Bidding Event.

   Note: To participate in e-Reverse Auction, the ETS Bidding-Fee for e-Reverse Auction should be paid before the 'Date and Time of Start of Reverse-Auction'. In case ETS Bidding-Fee for e-Reverse Auction is sent offline to the Auctioneer or ETS Service Provider, it is important for the bidder to ensure that the Auctioneer/ ETS Service Provider has received the ETS Bidding-Fee for e-Reverse Auction and also entered the related details in ETS.

   When the Auctioneer/ ETS Service Provider enters the details, the bidder should receive an e-mail acknowledgement. If ETS Bidding-Fee for e-Reverse Auction status of the bidder is not updated as outlined above, the bidder would not be able to participate in the Auction.

6) 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.

   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 (On some ETS screens, this is also referred to as 'Date and Time of Closure of Reverse-Auction', or Forward-Auction, as the case may be). End Users shall be solely responsible for ensuring timely submission of their respective bids such that the bids are successfully received in ETS as stated above. 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. When a bid is

successfully 'received and validated', it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

7) It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

8) Minimum Requirements at Bidder's End Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode Digital Certificate(s).

9) 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 Internet.

Vendors Training Charges (Per Participant): Rs. 5,000/- (plus GST @ 18.00 %) or as charged by ISN-ETS.

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), Tata Power-D shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS 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 RfS document or intimated later on, for compliance.

4) Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.

5) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS 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 Tata Power-D guidelines, shall be initiated by Tata Power-D.

7) The Bidder shall not divulge either his Bids or any other exclusive details of Tata Power-D 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 he 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 Tata Power-D, 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 Technical and other non-commercial queries (not impacting price) can only be routed to the Tata Power-D contact personnel indicated in the RfS document.

   d. Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and Tata Power-D.

   e. LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.

   f. 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 Annexure - C of the RfS document.

   g. Bidders are advised to visit the auction page and login into the system well in advance identify/ rectify the problems to avoid last minute hitches.

   h. Tata Power-D 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.

   i. 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.

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

10) 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 RfS 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:

Sr.No.	Parameters	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Late to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	60 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	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4	Criteria of Bid-Acceptance	A Bidder/s can go on 'Decreasing' his own bid value without taking into cognizance the Starting Price' or 'Rank-1' bid
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)
6.	Minimum Bid-Decrement	0.01 INR

Online Reverse Auction shall be conducted by Tata Power-D 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 Tata Power-D. 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. Tata Power-D 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.

Tata Power-D reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

Tata Power-D 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 Tata Power-D shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date

Annexure - C

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No. ……. dated ……) Last Date for submission of documents related to Financial Closure……(18 months/ 24 months from Effective Date of PPA)

Project Company Name:

Project ID:

LoA No.:

Date:

Effective Date of PPA:

Scheduled Commissioning Date:

1) Financial Closure:……(Clause 6.12 of the RfS, including subsequent amendments & clarifications)

Details	Presently indicated in PPA
Location	
Technology	
Certificate from all financial institutions	**In case of tie up through Bank / Financial Institutions: -** Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **Annexure-I).** **In case of Internal Resources: -** Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as **Annexure-I).** *Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.*

Note:-

i. Copy of Final Detailed Project Report (DPR) is to be enclosed as Annexure – II A.
ii. Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to Tata Power-D as per the terms of PPA have been obtained is to be enclosed as Annexure – II B

2) Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as Annexure-III)

3) Copy of application submitted for obtaining connectivity and necessary approvals for interconnection with the ISTS or Maharashtra InSTS alongwith current status of the same (to be enclosed as Annexure-IV)

4) Technical Parameters of the Project (Clause …….of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-V A)**

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure- V B)**

5) Ownership of the RPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as Annexure-VI A)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to Tata Power-D on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

6) The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail

Performa 'A-1'

For cases where funding will be from a Company other than Project Company

Board Resolution from ……. (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON……AT… THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs…….. (in words and figures) to M/s……..(Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at…which was selected by Tata Power-D Limited (Tata Power-D) to develop the……MW RE Power Project (Project ID…), for generation and sale of RE power under the RfS No. ……in respect of which Power Purchase Agreement (PPA) was signed between Tata Power-D and (Name of Project Company). Funds will be released for the project as per the request of… (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from…….(Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON …….AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by Tata Power-D Limited (Tata Power-D) to develop the……MW RE Power Project (Project ID,……..), for generation and sale of RE power under the RfS No…….in respect of which Power Purchase Agreement (PPA) was signed between Tata Power-D and …….the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e , a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at…….. whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e., agrees to extend full financial support as sought above, Sh……. Director, Sh …….Director…. be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by……..(Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

Annexure-D

Illustration regarding applicability of liquidated damages on account of shortfall in Power Supply (Clause 6.7.2, Section VI of the RfS)

❖ **Assumptions**

Availability During peak hours shall be calculated on monthly basis based on availability in each time block of 15 minutes.

For each day, there shall be 16 time blocks each of 15 minutes duration during peak hrs as defined by Tata Power-D

Average daily peak hrs availability shall be calculated as illustrated in table below. Average daily peak hrs availability shall be Calculated for every day in a month.

Average monthly peak hrs availability shall be calculated after taking average of all days in a month.

Liquidated damages on account of shortfall in peak hrs availability shall be determined as illustrated below.

ILLUSTRATION

Contracted Capacity: **250 MW** (for which LoA has been issued, and PPA has been signed)

Applicable Tariff: **Rs. 4.00/kWh**

Calculation of daily peak hrs availability:

Time Block	Duration (hrs)	Contracted Capacity (MW)	Offered Capacity (MW)	Peak Availability (%)
T1	15	250	225	90.00%
T2	15	250	250	100.00%
T3	15	250	200	80.00%
T4	15	250	200	80.00%
T5	15	250	200	80.00%
T6	15	250	200	80.00%
T7	15	250	200	80.00%
T8	15	250	200	80.00%
T9	15	250	200	80.00%
T10	15	250	200	80.00%
T11	15	250	225	90.00%
T12	15	250	250	100.00%
T13	15	250	250	100.00%
T14	15	250	250	100.00%
T15	15	250	250	100.00%
T16	15	250	250	100.00%
Average Daily Peak Availability		**4000**	**3550**	**88.75 %**

Average monthly peak hrs availability after taking average of Average Daily Peak Availability all days in a month = **88.75 %**

i. Shortfall in monthly peak hour Availability

- Average Power offered in Peak Hour time block= (Average monthly Peak hour availability x Contracted capacity) = 0.8875 x 250 = 221.875 MW
- Min. required average Power to be offered in Peak hour time block (@90%availability) = (0.90 x Contracted Capacity) = 225 MW
- Shortfall in monthly peak hour availability= 225-221.875= 3.125 MW
- Damages on account of shortfall in Peak hours availability = INR (Shortfall in monthly peak hour availability x no. of days in the month x 4 x 1.5 x Applicable Tariff x 1000 = INR 3.125 x 30 x 4 x1.5 x4.00 x 1000= INR 22,50,000/-

ii. Shortfall in annual offering of energy from RE sources

- Total Firm and Dispatchable RE power offered (MWh) for the corresponding month = 63000 MWh (Considering tentative CUF of 35 %)
- Total Firm and Dispatchable RE power offered (MWh) for the year = (Summation of Power (MWh) offered for each month) = 63000 x 12 = 7,56,000 MWh
- Minimum annual energy from Firm and Dispatchable RE power sources committed at the time of bid submission = 250 x 24x365 x 0.40 = 8,76,000 MWh (at 40% CUF)
- Shortfall in energy during Peak hour Availability = 3.125 x 4 x 30 = 375 MWh
- Thus, Shortfall in energy offered through Firm and Dispatchable RE power in the year = 876000-756000-375 = 119625 MWh
- Damages due to shortfall in Firm and Dispatchable RE power offered for the year = (Annual shortfall x Applicable RE Tariff x 1000) = 119625 x 4.00 x 1.5 x 1000 = Rs. 71,77,50,000/-

As per the provisions of the RfS and PPA, both damages will be levied on the RPD/REPG for the corresponding Contract Year. However, if Penalty on account of shortfall in Annual CUF is negative, no penalty shall be applicable to RPD due to non achieving of Annual CUF. However, Penalty on account of shortfall in Peak Hours Availability shall be applicable.

Note: The above illustration has been provided for a sample monthly data, based on assumptions as indicated. Actual calculations for liquidated damages will be made for the yearly data as per REA/SEA.

---------- END OF SECTION ----------