



**Request for Selection (RfS) for Long Term Procurement of 300 MW Wind Solar Hybrid Power from Grid Connected Projects Under Tariff Based Competitive Bidding**

**RfS No: NPCL/LT/Hybrid/24-25 dated 08-November-2024**

**Tender Search Code (TSC) : NPCL-2024-TN000001**

**Issued by:  
Noida Power Company Limited,  
Electric Sub-station, Knowledge Park - IV,  
Greater Noida – 201 310 (U.P.)**

## Bid Information Sheet

Sr.	Event	Date/Time
1	<b>Document Description</b>	RfS for Long Term Procurement of 300 MW Wind Solar Hybrid Power from Grid Connected Project Under Tariff Based Competitive Bidding to be set up anywhere in India
2	<b>RFS No.&amp; Date</b>	NPCL/LT/Hybrid/24-25 dated 08-11-2024
3	<b>Downloading of tender documents</b>	From 1500 hours of 08 <sup>th</sup> November 2024 Till: 1600 hours of 30 <sup>th</sup> November 2024
4	<b>Pre Bid Meeting</b>	14 <sup>th</sup> November 2024 Time: 1100 Hrs  Venue:  Noida Power Company Limited, Electric Sub-station, Knowledge Park - IV, Greater Noida – 201 310 (U.P.)  Interested Bidders are requested to forward their queries (if any) to NPCL through email as per <b>Annexure-D</b> of this RFS on or before 1300 hours of 13 <sup>th</sup> November 2024
5	<b>Technical Bid Opening</b>	As per NIT on ISN-ETS portal
6	<b>Financial Bid Opening</b>	Will be informed to eligible bidders. Date and time shall be intimated through email.
7	<b>E- Reverse Auction(e-RA)</b>	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
8	<b>Last Date of Submission of RfS bids including EMD</b>	1700 hours <u>30-11-2024</u>
<b>Bids to be submitted through</b>		<a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> through ISN-ETS.
<b>Office inviting bids &amp; place of submission of EMD</b>		Sanket Srivastava Head (Power Management Services) Noida Power Company Limited Electric Sub-station, Knowledge Park-IV Greater Noida – 201310 (U.P.) Tel: 0120-6226601/02 E-mail: powertrading@noidapower.com

## **SECTION 1.     INTRODUCTION & INVITATION FOR BIDS**

### ***1. Background & Introduction***

- i. **Noida Power Company Limited (“NPCL”)**, Electric Sub-station, Knowledge Park-IV, Greater Noida City – 201310 (U.P.), a Company incorporated under the Companies Act, 1956/ 2013 and Deemed Licensee as per Section 14 of the Electricity Act, 2003 is inviting bids for **procurement of 300 MW Wind Solar Hybrid Power under Long Term arrangement** for the period of 25 (twenty five) years subject to the approval of Hon’ble Uttar Pradesh Electricity Regulatory Commission. The Long-term power would be procured as per Ministry of Power (“**MoP**”) ‘Guidelines for tariff Based Competitive Bidding process for procurement of Power from Grid Connected wind Solar Hybrid Project’ vide Gazette Resolution dated 21.08.2023 and its subsequent amendments, subject to the approval of Hon’ble Uttar Pradesh Electricity Regulatory Commission.
- ii. As part of the above Guidelines, NPCL hereby invites proposals for setting up of ISTS-connected Hybrid Power projects in India, on Build Own Operate (BOO) basis for an aggregate capacity of 300 MW. NPCL shall enter into a Power Purchase Agreement (PPA) with the Successful Bidders selected based on this RfS for purchase of Wind-Solar Hybrid Power for a period of 25 (twenty five) years based on the terms, conditions and provisions of the RfS and PPA.
- iii. Bidders who have already commissioned wind solar hybrid power plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. 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 Scheduled Commencement of Supply Date (“**SCSD**”), pursuant to Clause 11 of the RfS. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (“**DISCOM**”), as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective project(s).

### ***2. Invitation of Bids:***

- i. A 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 NPCL and the Bidder/HPD shall be governed by the RfS Documents/Agreement signed between NPCL and the HPD for the project.
- ii. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“**ETS Portal**”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for

bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal.

- iii. For proper uploading of the bids on the ISN-ETS Portal in all aspect on or before last date and time of Bid Submission, 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 directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. NPCL 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.
- iv. Bidder shall submit bid proposal along with non-refundable RfS Document Fees of **Rs. 29,500/-, Bid Processing Fees of Rs. 5 Lakh +18% GST for each project from 50 MW up to 99 MW and Rs. 15 Lakh + 18% GST for each project from 100 MW and above** and Earnest Money Deposit (EMD) complete in all respect as per the Clause 16 of the RfS document. Non-refundable RfS document fees and Bid processing fees to be submitted through NEFT/RTGS transfer in the account of NPCL along with the response to RfS. However, EMD to be submitted in the form of Bank Guarantee along with response to RfS. 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.
- v. RfS documents can be downloaded from ISN-ETS Portal or from NPCL's website [www.noidapower.com](http://www.noidapower.com). It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS portal/NPCL's website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on NPCL website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- vi. NPCL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- vii. INTERPRETATIONS
  - Words comprising the singular shall include the plural & vice versa.
  - An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
  - A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
  - Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## **SECTION 2. SPECIAL CONDITIONS OF CONTRACT**

### ***3. Scope of Work***

- I. Under this RfS, the Hybrid Power Developer (“**HPD**”) shall set up ISTS-connected Wind-Solar Hybrid Power Projects, including the transmission network up to the Interconnection/Delivery Point(s), with the primary objective of supplying Wind-Solar Hybrid Power to NPCL, at its own cost and as per the provisions of the RfS and PPA.
- II. Identification of land, installation and ownership of the Project(s), along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/STU or InSTS Network (as applicable) for supply of power to NPCL, will be under the scope of the HPD. For the purpose of STU interconnection, HPD may install the Project in the same State where the Buying Entity is located.
- III. The Projects to be selected under this scheme provide for deployment of Wind-Solar Hybrid Power Technology. However, the selection of Projects would be technology agnostic.

### ***4. Total capacity offered***

- I. Selection of Wind-Solar Hybrid Power Projects for a total Contracted Capacity of 300 MW will be carried out through e-Bidding followed by e-Reverse Auction process.

### ***5. Maximum Eligibility for Contracted Capacity Allocation for a Bidder***

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

- i. 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 maximum quantum of **300 MW**, in the prescribed formats. The Contracted Capacity shall be quoted in integral values.

**Note:** In case a common Company/Companies directly or indirectly hold(s) more than 10% (ten percent) but less than 26% (twenty six percent) 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.

- ii. The total Contracted Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 300 MW.
- iii. The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for allocation of Projects is elaborated in Section-5 of the RfS.
- iv. Subject to the exception as per Clause 5(i) 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. Project Location

- i. The Projects can be located anywhere in India at the locations chosen by the Bidder/HPD at its own discretion and cost, risk and responsibility. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.
- ii. In case the HPD wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.
- iii. Project Configuration:
  - a. The term "Project" shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project Capacity or the Installed Capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).
  - b. The Hybrid Power Projects are required to be designed for inter-connection with transmission network of the ISTS at voltage level of 220 kV or above. However, for STU/InSTS connected project, voltage level may be as per the concerned State Regulations. Following points are to be noted in this regard:
    - i. The minimum Project size of a single Hybrid Power Project shall be 50 MW to be interconnected at an ISTS Delivery Point. However, for STU/InSTS connected Projects, minimum Project size interconnected at a single DeliveryPoint shall be 10 MW and above.
    - ii. Under this RfS, a Hybrid Power Project shall mean a Project comprising two 'components' - one Solar and one Wind Power Project. The rated capacities of both the wind and solar components shall be in the ratio of 2:1 of the Project Capacity (i.e. 66.67% Wind and balance Solar PV Technology), to qualify the Project as a Hybrid Project under the Guidelines. It is further clarified that the criteria of a wind/solar component in the ratio of 2:1 of the Project Capacity of the Project will be examined based on the rated AC capacity declared by the Bidder for the corresponding component of the Project. The sum of the rated installed capacities of Solar and Wind power components as committed by the Bidder/HPD shall be more than or equal to the Contracted Capacity.

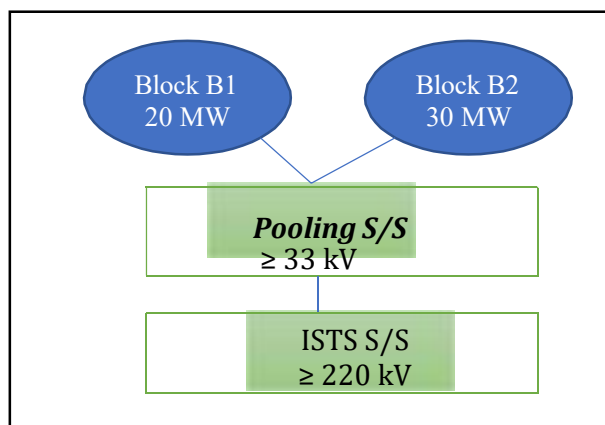
For example, in case the Installed Capacity of a Hybrid Project is 100 MW, the rated project capacities of Wind and Solar components can be in the ratio of 2:1 i.e. wind component of 66.67 MW and solar component of 33.33 MW, subject to delivery of CUF of 50%.

For avoidance of any doubt, it is hereby reiterated that the Contracted Capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the rated installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for Commencement of supply of power under the RfS.

- iii. The solar and wind project components of the hybrid project may be located at same or different locations. It is clarified that Solar as well as Wind Project component(s) may be set up in different states. For e.g.: If a HPD is installing 300 MW Hybrid Project with configuration of 300 MW wind and 150 MW solar, then HPD is free to install 300 MW wind project component(s) (100 MW in one state and 100 MW in another states) and 100 MW solar project(s) (50 MW in one state and 50 MW in another states) subject to compliance of Clause (i) above.
- iv. The solar Project component may also be sub-divided into a number of 'blocks', being set up at multiple locations, if required. However, such blocks for a single solar Project component shall be located within the same State. The minimum voltage level for a single block shall be 33 kV. These individual blocks shall be pooled at a minimum voltage level of 33 kV, at a 'pooling station'. It may be noted that the said pooling station will have a different meaning than the Pooling Substation as defined in the RfS. A single transmission line shall connect the above pooling substation to the 'sub- pooling' substation as defined in Clause 7.

One of the possible configurations of a solar Project component having separate locations for each block, is illustrated below, for elaboration:

**PROJECT CAPACITY: 50 MW**



- v. The HPDs shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation, in line with the Commencement of Supply of Power procedure as notified by Appropriate Commission/ Authority/ies.
- vi. For each Project, the Project configuration, i.e. the Installed Capacity proposed, 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 subsequent to issuance of LoAs until the date as on 5 (five) days of issuance of LoAs.

- iv. The HPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 19 of RfS. The above change in Delivery Point shall be allowed by NPCL only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from NPCL by the HPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the HPD.

## ***7. Connectivity with the Grid***

- I.** The Project should be designed for interconnection with the ISTS/InSTS in accordance with the prevailing CERC/SERC regulations in this regard. For interconnection with the grid and metering, the HPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by CERC/SERC and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV. It may be noted that any reference to Interconnection Point being an ISTS network shall also include an InSTS/STU network in the RfS and PPA documents, as the context so desires.

In case the Buying Entity is located in the same State where the Project is located, the HPD may choose to interconnect the Project at the STU/InSTS substation at a minimum voltage level as per the applicable State regulations. Reference to CEA regulations with respect to connectivity and synchronization with the grid will also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects.

- II.** The responsibility of getting the ISTS connectivity shall entirely be of the HPD and shall be at the cost of the HPD, in line with applicable regulations. In case of the Project being set up in a Renewable Energy (RE) Park, applicable connectivity regulations shall govern the scope of the HPD. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the HPD at its own cost. In case an HPD is required to use InSTS to bring Hybrid 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 shall be responsibility of the HPD, to be undertaken entirely at its cost and expense.
- III.** The arrangement of connectivity can be made by the HPD through a transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, System Operation Charges (SOC), Market Operation Charges (MOC), maintenance, losses etc. and any other

charges from the Project up to and including at the Interconnection Point will be borne by the HPD.

- IV.** The HPD 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, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the Entities (HPD and NPCL) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS and PPA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.
- V.** The Bidders are free to choose the ISTS 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:
- a) Existing substations having available margin as indicated by the respective substation owner.
  - b) Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
  - c) Substations approved under the updated plan made available by the CTU on its website, <https://www.ctuil.in/renewable-energy>, subject to availability of requisite margin for grant of connectivity.

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

- VI.** 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 ISTS substation through a common transmission line subject to the following conditions:
- i. Acceptance of such an arrangement by CTU/ RLDC.
  - ii. Energy injected by each Project will be recorded and jointly signed by respective HPDs and copies of the same will be submitted to NPCL/CTU 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 HPDs who share such a Pooling arrangement, based on their monthly generation.
- VII.** The HPD 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 power from the Project as per the applicable regulation

shall be the responsibility of the HPD and any financial implication on account thereof shall be borne by the HPD. In order to remove potential discrepancies and ambiguities, the HPDs 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 NPCL, as per the Regulations in force, underintimation to NPCL. NPCL may facilitate in identification of any discrepancy and assist the HPD for its early rectification without any liability on NPCL. The HPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/lesspayment of invoices.

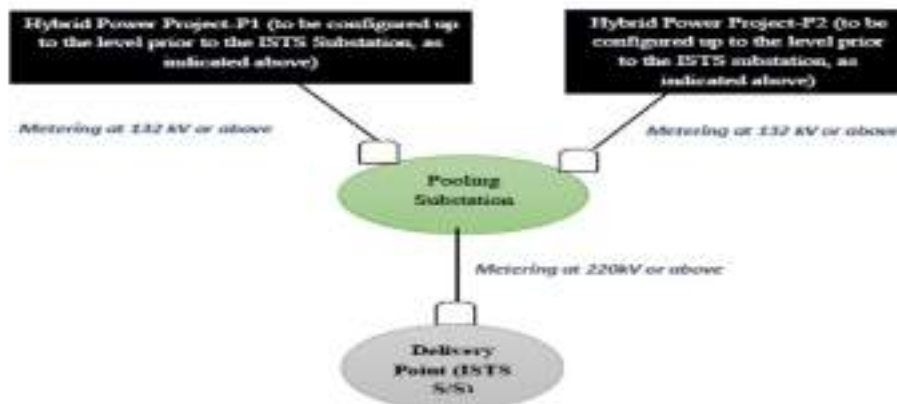
**VIII. Some of the suggested configurations of the Project for interconnection with the Grid, subject to the prevailing provisions in the respective States, are provide as follows:**

Note: Options 1 and 2 provided below are applicable only for Projects where the individual project components (Solar PV modules and wind turbines) are co-located.



The above configuration shall constitute a single Hybrid Power Project.

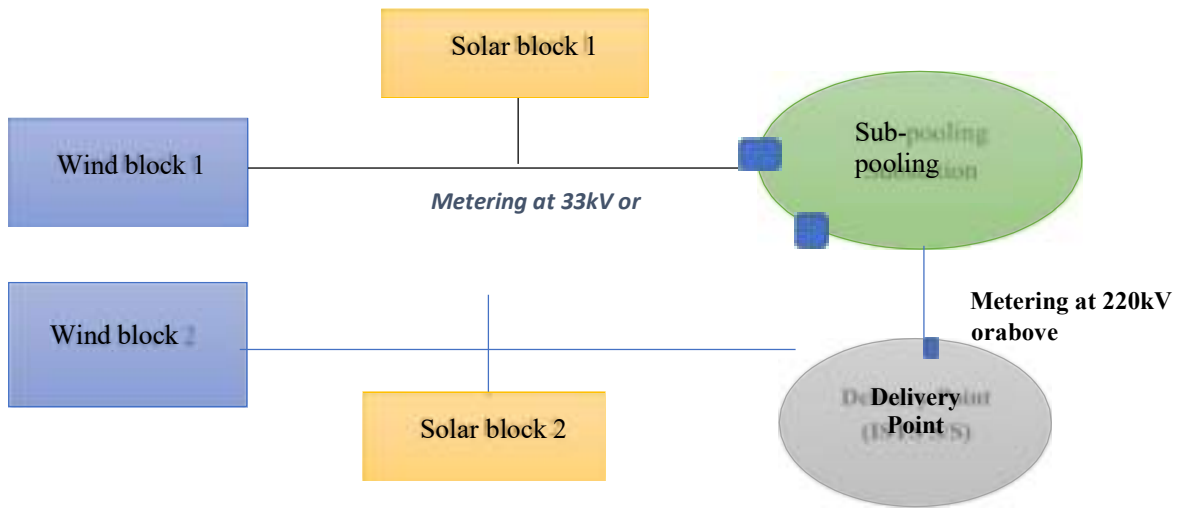
It is reiterated that the 'sub-pooling station' as indicated in Option-1 above, is different than the Pooling Substation as defined in Section-6 of the RfS. The Pooling Station as defined in the RfS shall construe the following configuration:



It is to be noted that, notwithstanding the Project configuration, waiver of ISTS-charges and losses shall be applicable for the power being injected into the grid only up to the Contracted Capacity.

For Project components injecting power at multiple points in the grid, at any given instance of power injection in the grid, the waiver of ISTS charges and losses shall be limited up to the Contracted Capacity as per the PPA, after adding up the power being injected at individual points under a single Project.

**Option-2:** It may be noted that sub-pooling of wind and solar power from the respective components may also be achieved on 'cluster-basis', prior to the Delivery Point, i.e., there can be more than one Sub-pooling Substations, pooling multiple smaller groups of solar and wind components, where hybridization of power takes place. However, any such hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point. Further, at each Sub-pooling Substation, individual meters accounting energy injected from solar and wind power components. The ESS component must be included as part of the Solar or Wind Generation components, prior to the Metering Point. It is clarified that DC-DC coupling of the components may also be opted for by the HPD. One of such combinations is proposed as follows:



**IX.** Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by HPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA.

**X.** Pursuant to Clause 7(IV) above, NPCL will be responsible for obtaining General Network Access (GNA), and shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point. The HPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days after the date of tariff adoption by the Appropriate Commission, and shall furnish copies of the application, complete in all respect, to NPCL within 15 (fifteen) days of date of filing of application. HPD shall also have to provide the copy of in-principle grant of connectivity, final grant

of connectivity, connectivity agreement within 15 (fifteen) days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to NPCL.

- XI.** The HPD has to follow the timelines mentioned in the GNA regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of HPD, in such case the capacity may not be off-taken and HPD will keep NPCL indemnified from any losses; further, the HPD shall be liable for any penalty for non- performance as specified in the RfS/PPA.

After fulfilling the compliances, in case the HPD fails to obtain the part/full connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to NPCL. In such case the HPD will be allowed for another 30 days to apply for connectivity from the date of rejection by the CTU.

## ***8. Energy Supply by the Hybrid Power Developer***

### **1. Criteria for Energy Supply**

The Bidders will declare the annual CUF of their Projects at the time of submission of response to RfS in the Covering Letter as per Format 7.1, and the HPDs will be allowed to revise the same once within first three years after SCSD. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall not be less than **50% (Fifty percent)**. HPD shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% (ninety percent) of the declared value (i.e., Minimum CUF) and not more than 120% (one hundred and twenty percent) of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 (twenty five) years. The lower limit will, however, be relaxable by NPCL to the extent of non-supply on account of Force Majeure. For the first year of operation of the Project, the annual CUF shall be calculated for the complete calendar year after SCSD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete year before the expiry of the PPA. NPCL shall use the hybrid power for fulfillment of wind and other RPO in the proportion of rated capacity of wind and solar power in the hybrid project respectively.

### **2. Shortfall in Energy Supply**

If for any Contract Year, it is found that the HPD 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 HPD, on account of reasons primarily attributable to the HPD, such shortfall shall be dealt as per the applicable provisions of the PPA.

## ***9. Commencement of Power Supply***

1. 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. In line with this regulation, the HPD proposing the Project, or its part (including single component), for trial run or repeat of

trial run shall give a notice of not less than 7 (seven) days to the concerned RLDC and NPCL. However, in case the repeat trial run is to take place within 48 (forty eight) hours of the failed trial run, fresh notice shall not be required.

2. The HPD shall submit requisite documents as mentioned below, at least 30 (thirty) days prior to trial run of the Project –
  - 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 HPD 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 HPD has obtained for all the necessary approvals for commencement of power supply from the Project, and indemnifying NPCL against any discrepancies in the above details.
  - vii.* Affidavit from the HPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying NPCL 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 HPD 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, online monitoring facility as stated vide Clause 7, Annexure-B, of the RfS.
3. Prior to commencement of power supply under the PPA, the HPD shall be required to demonstrate installation and COD of rated capacities of Wind and Solar PV components on pro-rata basis, pertaining to the Contracted Capacity (part/full) being proposed to commence power supply. In other words, 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.

4. Based on the declaration of commissioning/COD of Project components as submitted by the HPD, Contracted Capacity to be declared as having commenced power supply under the PPA (part/full) shall be calculated as follows:

Commissioned Capacity = Least of  $(A/S \times C, B/W \times C)$

where, C: Contracted Capacity (MW) awarded to the HPD;

S: Rated capacity (MW) of Solar PV component as per LoA (or revised rated capacity in line with Clause 18.1 of the RfS);

W: Rated capacity (MW) of Wind component as per LoA (or revised rated capacity in line with Clause 18.1 of the RfS);

A: Installed capacity (MW) of Solar PV component; and

B: Installed capacity (MW) of Wind component. It is clarified that NPCL shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the HPD shall be required to obtain No-objection certificate (NoC) from NPCL prior to declaration of commissioning/COD of the Project.

NPCL's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the COD certificate submitted by the HPD, this verification will be at NPCL's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by NPCL. Prior to declaration of commencement of power supply, the HPD shall submit COD certificate for the corresponding Installed Capacity to NPCL as part of the requisite documents.

The date of onset of commercial offtake of power by NPCL shall be determined as the date of commencement of power supply under the RfS/PPA.

5. **Part-commencement of power supply**

Part-commencement of power supply from the Project shall be accepted by NPCL subject to the condition that the minimum capacity for acceptance of first part shall be 50% (fifty percent) of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of ISTS Projects, minimum capacity for acceptance of commencement of supply of power shall be at least 50 MW. The projects can further commence supply of power in parts of at least 10 MW capacity; with last part as the balance capacity.

In case of part commencement of power supply under the PPA, it shall be mandatory to demonstrate commencement of power supply from both solar and wind capacities in proposed ratio on pro-rata basis, otherwise the Project shall not be considered to have commenced power supply under the PPA. In other words, it is clarified that commencement of supply of power of a single component or having a composition lower than the above required percentage, shall not construe part-commencement of power supply from the Hybrid Project.

However, the SCSD will not get altered due to part- commencement of supply of power. Irrespective of dates of part-commencement of power supply, the PPA will remain in force for a period of 25 (twenty five) years from the SCSD.

**6. Commencement of Supply schedule and Penalty for Delay in Commencement of Power Supply**

- a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 21 (twenty One ) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 01.12.2024, then SCSD shall be 01.09.2026).
- b. The maximum time period allowed for commencement of power supply from the full Project capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).
- c. In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 6(b) above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 300 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 (eighteen) days beyond the SCSD, then the penalty shall be calculated as:  $PBG \text{ amount} \times (100/300) \times (18/180)$ . For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 (thirty) days.
- d. In case of delay in commencement of power supply beyond the date as per Clause 6(b) above, the following shall be applicable:
  - The Contracted Capacity shall stand reduced to the capacity that has commenced supply of power until the date as per Clause 6(b). above, and PPA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the capacity which has not started commencement of power supply until the date as per Clause 6(b) above shall be encashed on pro-rata basis.

**10. Delay in Commencement of power supply on account of Delay in GNA Operationalization**

1. The responsibility of obtaining General Network Access (GNA) shall be of NPCL prior to commencement of supply of power from the Project. For sale of power to NPCL from SCSD, the GNA is required to be obtained by NPCL. 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, and it is established that:
  - i. The HPD has complied with the complete application formalities as per Clause 7(V) above and as per the Detailed Procedure as issued by the CTU,
  - ii. The HPD 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 HPD;

The above shall be treated as delays beyond the control of the HPD and SCSD for such Projects shall be revised as the date as on 60 (sixty) 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 NPCL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the HPD, NPCL may extend the SCSD after examining the issue on a case-to-case basis.

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

### ***11. Early Commencement of Supply of Power***

- 1) The HPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD. Early commencement of power supply under the PPA will be allowed solely at the risk and cost of the HPD, and first right of refusal for offtake of such power will be vested with NPCL. In case NPCL agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.

In case NPCL does not agree to purchase such energy, early part/full commencement of power supply shall still be allowed and the HPD 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 NPCL, whichever is earlier. Such intimation regarding consent to procure energy from early commencement of supply shall be provided by NPCL within 15 (fifteen) days of receipt of the request being made by the HPD, beyond which it would be considered as deemed refusal. In case of multiple Project components, and if one or more such component (wind, solar PV) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the HPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with NPCL. In case NPCL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 75% (seventy five percent) of the PPA Tariff.

### **SECTION 3. STANDARD CONDITIONS OF CONTRACT**

#### **12. Obtaining RfS Documents**

Interested Bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration. 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

#### **13. Cost of Documents & Bid Processing Fees**

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 Cost of RfS document and Bid 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 NPCL are provided in below table. Upon making the necessary payments, the prospective Bidders shall immediately write to NPCL (mailing to [powertrading@noidapower.com](mailto:powertrading@noidapower.com)), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. NPCL will not be liable for any delay in issuing necessary invoices in this regard.

<b>Beneficiary Name:</b>	Noida Power Company Limited
<b>Beneficiary Address:</b>	Electric Sub-station, Knowledge Park-IV, Greater Noida - 201310
<b>Name of the banker:</b>	YES BANK LTD.
<b>Address of the Branch:</b>	Ground Floor, DSC Road, Surajpur Dadri Road, Greater Noida-201306
<b>IFSC Code:</b>	YESB0000025
<b>MICR Code:</b>	110532004
<b>Account no.</b>	002580700000041
<b>Type:</b>	Current Account
<b>PAN No.</b>	AAACN4984D

**Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee (including partial submission of any one of the respective amounts), may be liable for rejection by NPCL.**

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar only are exempted from submission of Cost of RfS Document, Bid Processing Fee & 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.

#### ***14. Project Scope & Technology Selection***

Under this RfS, the HPD shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or transmission network up to the Interconnection/Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the HPD. The Projects to be selected under this scheme provide for deployment of wind-solar hybrid power technology. However, the selection of Projects would be technology agnostic.

#### ***15. Clearances Required from the State Government and Other Local Bodies***

The Hybrid Power Developers are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. HPDs should apply for necessary MoD clearances for all WTGs proposed to be installed in Project within 90 (ninety) 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 NPCL within 07 (seven) days of filing the applications.
- d. In case of Projects being set up in the States of Gujarat & Rajasthan, the HPD 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.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.

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

The HPD 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 HPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

Note: Except for Sl. (c) above, the HPD should apply for all the necessary approvals, permits and clearances not more than 90 (ninety) 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. The above timeline shall be adhered to, in order to examine cases where the HPD 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.

### **16. Earnest Money Deposit (EMD)**

Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be an amount of INR 20,00,000 (Indian Rupees Twenty Lakhs only) per MW as per the following formula:

Earnest Money Deposit = [INR 20,00,000 x Rated cumulative Installed Capacity of Solar PV component (MW) + INR 20,00,000 x Rated cumulative Installed capacity of Wind component (MW)].

The EMD shall be submitted in the form of Bank Guarantee according to Format 7.3A and valid for 12 (twelve) months from the last date of bid submission, 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 be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

1. 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).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of 7 (seven) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If 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 EMD shall be acceptable provided, the EMD is valid for more than 2 (two) months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within 7 (seven) days from the date of actual bid submission, if required.

2. NPCL 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 NPCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with NPCL.

### **3. Forfeiture of EMD:**

The BG towards EMD shall be encashed by NPCL in following cases:

- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, NPCL offers to execute the PPA with the Selected Bidder and if the Selected bidder

does not submit the requisite documents as per Clause 18 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 part of response to RfS are misleading or misrepresented in any way;
- d. If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 17 of the RfS.

### ***17. Performance Bank Guarantee (PBG)***

Bidders selected by NPCL based on this RfS shall submit Performance Guarantee for a value @ **INR 40,00,000 (Indian Rupees Forty Lakhs only) per MW** as per the following formula:

Performance Bank Guarantee = [INR 40,00,000 x Rated Installed Capacity of Solar component (MW) + INR 40,00,000 x Rated Installed capacity of Wind component (MW)].

For example, in case of a Contracted Capacity of 300 MW comprising the following break up of Installed Capacity: Solar: 150 MW, Wind: 300 MW, the PBG amount applicable will be: Rs. [(40 x 150) + (40 x 300)] Lakhs, i.e. Rs. 18,000 Lakhs (i.e. INR1,80,00,00,000).

PBG shall be submitted by the Bidders prior to signing of PPA. It may be noted that Successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period up to (& including) the date as on 9 (nine) months after the SCSD. on receipt and after successful verification of the total PBG in the acceptable form, the BG submitted towards EMD shall be returned by NPCL to the Successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the HPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the HPD prior to expiry of validity of the PBG.

Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LoA, in case of enhancement/reduction in the Installed Capacity until the date as per Clause 6(iii)(v) above, for which modified connectivity is granted for the Project, the HPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to commencement of supply of power from the Project(s).

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

The HPD 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 32.3 of the RfS.

The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 B (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.

NPCL 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 NPCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with NPCL.

The Selected Bidder for the Project selected based on this RfS, is required to sign PPA with NPCL within the timeline as stipulated in Clause 18 of the RfS. In case, NPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 18 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 NPCL from the Bank Guarantee available with NPCL (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the Selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/HPD agrees that in case of invocation of BG, NPCL is under no obligation to produce any estimate of loss in this regard.

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.

All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/HPDs. 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 as Client Name: Noida Power Company Limited Ltd and a confirmation in this regard is received by NPCL”.

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.

After the bidding process is over, NPCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 (fifteen) days after the completion of e-Reverse Auction (e-RA). The PBG of HPDs shall be returned to them, immediately after successful SCSD of their projects as per Terms of PPA, after considering any penalties due to delays in SCSD as per Clause 9 and 10 of the RfS.

## ***18. Power Purchase Agreement (PPA)***

1. NPCL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between NPCL and the selected HPD is available on ISN-ETS Portal and also in NPCL website. The PPA may be signed within 15 (fifteen) days from the date of issue of Letter of Award (LoA) or any other date as decided by NPCL from time to time. PPA will be executed between NPCL and Selected Bidder or its SPV separately for each Project(s).

**Note:** PPA will be executed between NPCL and the HPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative Contracted Capacity quoted, in the Covering Letter (Format 7.1), and this breakup may be changed by the HPD subsequent to issuance of LoA up to the date as on 5 (five) days from issuance of LoA. For example, if the Bidder has been issued a single LoA for a cumulative capacity of 300 MW, the Successful Bidder may choose to split the 300 MW into more than one Project (2 x 150 MW, for example), within the above deadline. Further at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1). For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to NPCL within 5 (five) days of issuance of LoAs. In case of such modification, along with the intimation of modification, the successful Bidder shall provide a revised tentative hourly generation profile as mentioned above as per Appendix-I and II of the Covering Letter (Format-7.1).

Both the above parameters will remain unchanged, thereafter. Delay in meeting the PPA timelines 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.

2. The PPA shall be valid for a period of 25 (twenty five) years from the SCSD. The HPDs are free to operate their Projects after expiry of the 25 (twenty five) years of PPA period if other conditions such as land lease, GNA etc., permit. Any extension of the PPA period beyond 25 (twenty five) years shall be through mutual agreement between the HPD, and NPCL, as the case may be, 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 (twenty five) years.
3. The Performance Bank Guarantee as per Clause 17 above, shall be submitted by the HPD prior to signing of PPA. Before signing of PPA between NPCL and the HPDs, NPCL 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 HPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
4. Successful Bidders will have to submit the required documents for PPA signing to NPCL within 10 (ten) days from the issue of LoA. In case of delay in submission of documents



beyond the period as mentioned above, NPCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. In case of signing of PPAs within 15 (fifteen) days of the issuance of LoAs, Effective Date of the PPA shall be the date as on 15 (fifteen) days from the date of issue of LoA. Subsequent to expiry of the 15- (fifteen) day period after the issuance of LoA, in case NPCL intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

5. NPCL will be obliged to buy the entire power as per generation schedule, to be provided by the HPDs subject to limitations as per the PPA, required under grid regulations. However, the HPDs are required to achieve energy supply within the minimum and maximum CUF limits as stipulated in clause 8.1.
6. The HPDs will be free to repower their Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, NPCL will be obliged to buy power only up to the Contracted Capacity as per the PPA.
7. In addition to the above, subsequent to signing of PPA, the HPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-C of the RfS.
8. In case, the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No-objection Certificate (NOC) may be issued to HPD (if sought by HPD) for third Party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by NPCL once the readiness of off-take of the power as per PPA is intimated by NPCL with a notice period of 7 (seven) calendar days.

#### ***19. Financial Closure or Project Financing Arrangements***

1. The Projects shall achieve Financial Closure by the date as on 6 (six) months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025).
2. At the stage of Financial Closure, the HPDs shall report 100% (hundred percent) tie-up of Financing Arrangements for the Projects. In this regard, the HPD shall submit a certificate/ necessary document from all financing agencies regarding the tie-up of 100% (hundred percent) of the funds indicated for the Project, including arrangements of funds in the form of Equity. The HPD shall also submit details of all planned/ proposed Solar PV modules, wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.

In case of default in achieving above condition as may be applicable within the stipulated time, NPCL shall be entitled to encash PBG and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of HPD, on advance payment of extension charges of INR 100/- (Indian Rupees One Hundred) per day per MW + applicable GST. This extension will not have an impact on the obligation of HPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the



completion of deadline for achieving financial closure, NPCL shall issue notices to the HPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 (seven) business days to the respective HPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 100 (Indian Rupees One Hundred)/MW/day + GST.

In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 (seven) days-NPCL shall encash the PBG of the corresponding HPDs and may terminate the PPA for the corresponding Project. The amount of Rs. 100 (Indian Rupees One Hundred)/MW/day + GST shall be paid by the HPDs 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 HPD. In case of the HPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the HPD shall be returned by NPCL. 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 HPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

3. The HPD will have to submit the required documents to NPCL at least 14 (fourteen) days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, NPCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure

## ***20. Shareholding by the Project Promoter***

1. The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the HPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with NPCL.
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. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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.
3. In case of the Successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (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) of the Bidding Company/Consortium until 01 (one) year after the SCSD, except with the prior approval of NPCL.
  4. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after SCSD.
  5. In case of Project being executed through SPVs, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% (fifty one percent) at any time prior to 01 (one) year after the SCSD, except with the prior approval of NPCL. In the event the Selected 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% (fifty one percent) at any time prior to 01 (one) year after SCSD, except with the prior approval of NPCL. Further, the Successful Bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the SCSD, except with the prior approval of NPCL.
  6. Any change in the shareholding after the expiry of 01(one) year after SCSD can be undertaken under intimation to NPCL.
  7. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10,00,000 (Indian Rupees Ten Lakh) per Project +18% (eighteen percent) GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NPCL.

## ***21. 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 – A. 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 following 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**.
- 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:
  - i. 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 RfSand in the event of selection of the Projects and to sign the PPA with NPCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
  - ii. 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 hundredpercent) of equity requirement for the Project (in case of Bidding Consortium); and
  - iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- 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 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. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).
- x. Not Used
- xi. Attachments
  - i. Memorandum of Association, Article of Association 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/ Solar/ Wind/Wind-Solar Hybrid power plant development.
    - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful Bidder.
    - If the Selected Bidder wishes to execute the project through a Special Purpose

Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar/Wind/Wind-Solar Hybrid power plant development has to be submitted prior to signing of PPA.

- ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- iii. 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. NPCL 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.
- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, 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 (seven) days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xii. Covering letter of the Financial bid as per **Format - 7.11**.
- xiii. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.12** (separately for each project).

## ***22. Important Notes and Instructions to Bidders***

1. 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.
2. 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 18 of the RfS.
3. 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, NPCL 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.
4. If the event specified at 19.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
5. Response submitted by the Bidder shall become the property of NPCL and NPCL 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 17 of the RfS.
6. All documents of the response to RfS (including RfS and subsequent Amendments/

Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

7. The response to RfS shall be submitted as mentioned in Clause 21 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, NPCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
8. 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 Techno-commercial bid.
9. 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.
10. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
11. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by NPCL.
12. Response to RfS not submitted in the specified formats will be liable for rejection by NPCL.
13. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
14. 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 NPCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
15. The Central Electricity Regulatory Commission/ State Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between HPD and NPCL, subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
16. All the financial transactions to be made with NPCL including delay charges, and any additional charges (if required), shall attract 18% (eighteen percent) GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

### ***23. Non-Responsive Bid***

The electronic response to RfS submitted by the bidder along with the documents submitted **online** to NPCL 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 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/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (g) Except for the scenario as per Clause 5(i) 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 bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

#### ***24. Method of Submission of Response to RfS by the Bidder***

##### **1. Documents to be Submitted Offline**

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). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
- b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

**No documents will be accepted in person, on or before the date of bid submission.**

**Bank Guarantee 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 NPCL until the date as on 2 (two) working days after the closing date of bid submission. The 2 (two) day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 16.09.2024, the above deadline will expire at 18:00 hrs on 18.09.2024. In case the above deadline being a holiday, the next working day in NPCL will be the deadline for submission of Bank Guarantees.

**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.

The bidding envelope shall contain the following sticker:

<b>Selection of Hybrid Power Developers for Setting up of 300 MW ISTS-connected Hybrid Power Projects in India under tariff-based Competitive</b>	
Cumulative Capacity of the projects applied for	_____ MW
No. of Projects Bid for	
RfS Reference No.	NPCL/LT/Hybrid/24-25/ dated.....
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	<b>Sanket Srivastava</b> <b>Head (Power Management Services)</b> <b>Noida Power Company Limited</b> <b>Electric Sub-station, Knowledge Park-IV</b> <b>Greater Noida - 201310 (U.P.)</b> <b>Tel: 0120-6226601/02</b> <b>E-mail: powertrading@noidapower.com</b>

## **2. Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-A. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 (two) working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee **submitted at this stage will be encashed, 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>) and/or NPCL website ([www.noidapower.com](http://www.noidapower.com)) which should contain the following:

### **I. Technical Bid (First Envelope)**

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, and 7.9 as elaborated in Clause 21 of the RfS.
- (b) All attachments elaborated in Clause 21 of the RfS, under the sub-clause ( xi):



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 as mentioned in the Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 22.8, and Annexure-A, 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. Financial Bid (Second Envelope)**

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

- (a) Covering letter as per Format - 7.11 of the RfS
- (b) Preliminary Estimate of Cost of Hybrid Power Project as per Format 7.12 of the RfS.

Only a single tariff bid for all the Projects 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.**

## **III. Important Note:**

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes 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 the ISN-ETS portal within the bid submission deadlines and fails to submit the offline documents in the office of NPCL 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. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- (e) 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 NPCL), the respective amounts paid to NPCL will be refunded without any interest payment, to the respective Bidder.

## ***25. Validity of the Response to RfS***

The Bidder shall submit the response to RfS which shall remain valid up to the date as



on 12 (twelve) months from the last date of submission of response to RfS (“**Bid Validity**”). NPCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

#### ***26. Bid Preparation Cost***

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. NPCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

#### ***27. Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments***

1. Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the ISN-ETS portal.
2. NPCL will make efforts 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 NPCL’s response will be uploaded in the ISN-ETS portal <https://www.bharat-electronicstender.com>. If necessary, amendments, clarifications, elaborations shall be issued by NPCL which will be notified on NPCL/ ISN-ETS website. No separate reply/intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 (seven) days therefrom, for submission of bids.
3. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.

#### ***28. Right of NPCL to Reject a Bid***

NPCL 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 at any stage subsequent to bid submission and prior to issuance of LoAs, the processing fee, without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

#### ***29. Post Award Compliances***

Timely completion of all the milestones i.e. signing of PPA, commissioning, commencement of power supply, etc. will be the sole responsibility of HPD. NPCL shall not be liable for issuing any intimations/ reminders to HPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with HPD by NPCL 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 HPD.

#### **SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS**

Short listing of Bidders will be based on the following Criteria:

##### ***30. General Eligibility Criteria***

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

1. The Bidder shall be a Company as defined.
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).
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% (fifty one percent) 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 30.7 of the RfS shall be applicable.

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 bid in this tender only if the bidder is registered with the Competent Authority (as defined in 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:
    - i. An entity incorporated, established or registered in such a country; or
    - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
    - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - iv. An entity whose beneficial owner is situated in such a country; or
    - v. An Indian (or other) agent of such an entity; or
    - vi. A natural person who is a citizen of such a country; or
    - vii. A consortium where any member of the consortium falls under any of the above.
  - v. “Beneficial owner” for the purposes of Clause 30.4(iv)(iv) above will be as defined in thereferred 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.
5. Limited Liability Partnership (LLPs) are not eligible for participation.
  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% (fifty one percent) 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.
  7. Any consortium, if selected as Successful Bidder for the purpose of supply of power to NPCL, 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 NPCL, 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% (fifty one percent) at any time prior to SCSD of full Project Capacity, except with the prior approval of NPCL.
  8. As on the bid submission deadline, the Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, as on the bid submission deadline, 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.

9. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 30.3 and 30.6 above should be a subsidiary of the bidder. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



**As per the RfS, both Scenario 1 and 2 are permissible in case of projects being implemented by SPVs.**

### ***31. Technical Eligibility Criteria***

1. Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from 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.
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 Project will be allowed for deployment under this RfS.
3. The HPD shall strictly comply with the technical parameters detailed for Solar PV component of a Project, as provided in Annexure-B of this RfS. Further, 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 Project 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. The wind power projects will be developed as per the Guidelines issued by the Government of India or its agencies 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 commencement of power supply from the Project, will be followed.
5. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 21 of RfS. The undertaking shall be submitted as per enclosed Format 7.9.
6. The Projects shall also comply with the criteria for energy supply as detailed in Clause 8 of the RfS.

### ***32. Financial Eligibility Criteria***

#### **1. Net-Worth**

- i. The Net Worth of the Bidder should be equal to or greater than the amount calculated as per the following formula, based on the Installed Capacity break-up quoted by the Bidder:  
Minimum Net-Worth requirement = [(Rs. 2,00,00,000x Rated Installed Capacity of Solar PV component (MW)) + (Rs. 2,00,00,000x Rated Installed Capacity of Wind Power component (MW))]The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline.
- 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 performance bank guarantees 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.
- iv. **Note:** In case of revision in Installed Capacity prior to signing of PPA as per provisions of the RfS, resulting in an increase in the Installed Capacity being committed by the HPD, the HPD will be required demonstrate the revised Net-Worth requirements based on the revised Installed Capacity.

#### **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 annual turnover of the Bidder or its Affiliates or Parent/ Ultimate Parent of **INR 2,00,00,000 per MW (Indian Rupees Two Crores per MW)** of the quoted Contracted Capacity during the previous financial year, 2023-24 or as on the day at least 7 (seven) days prior to the bid submission deadline. 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 After Tax plus Depreciation, excluding other and exceptional income for a minimum amount of **INR 75,00,000/MW (Indian Rupees Seventy Five Lakhs /MW)** of the quoted capacity, as on the last date of previous financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline.
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 31.1 and 31.2 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 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. 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 26% (twenty six percent) 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.
  5. **A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2023-24, or provisional accounts as on the day at least 7 (seven) days prior to the bid submission deadline**, along with net worth, annual turnover and PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies,

the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 (seven) days prior to the bid submission deadline.

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 financial year for which the audited accounts are available. 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 or provisional accounts as on the day at least 7 (seven) days prior to the bid submission deadline, 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.

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.
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 in Clause 32.6 above.**
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 of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and the minimum Net-Worth requirement for the quoted Installed Capacity works out to be Rs. 1000 Crores, then requirement of Net-Worth to be met by Lead Member A would be Rs. 700 Crores and the Net-Worth to be demonstrated by Member B would be Rs. 300 Crores. Similar methodology shall be followed for computation of liquidity requirement.

9. Note: Wherever applicable, audited accounts for the last FY, 2023-24 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2023-24 are not available, then audited annual accounts of FY 2022-23 can be considered.

## **SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS**

### ***33. Bid Evaluation***

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.

### ***34. Techno-Commercial Evaluation of Bidders (Step 1)***

1. The first envelope (Technical Bid submitted online) of only those bidders will be opened by NPCL whose required documents as mentioned at Clause 23 of the RfS are received by NPCL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.
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.
3. Subject to Clause 22 of the RfS, NPCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of bids, NPCL 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 NPCL within 07 (seven) days from the date of such intimation from NPCL. 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. NPCL shall not be responsible for rejection of any bid on account of the above.
4. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

### ***35. Financial Bid Evaluation (Step 2)***

1. In this step evaluations of Techno-Commercially 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.
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.
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 "First Round Tariff" in Indian Rupee per kWh for all the Projects 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).

4. In this step, evaluation will be carried out based on the tariff quoted by Bidders. It is clarified that irrespective of the Installed Capacities quoted by the Bidders, shortlisting and award of capacities under the RfS will be carried out based on the cumulative Contracted Capacities quoted by them.
5. On completion of Techno-Commercial bid evaluation, if it is found that only one Bidder is eligible for the next stage, and, if the NPCL still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
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.
7. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n<sup>th</sup> Bidder as mentioned in Clause 36.2 of the RfS).
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

### 36. Reverse Auction (Step-3)

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 NPCL to the eligible bidders. Rules of the auction process are brought out below, and are also contained in Annexure-A of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-A of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.
2. The total number of eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

S<sub>k</sub> = 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 = (Eligible capacity for award)	In case $ST \leq 300$ MW, $SE = 0.8 \times ST$ In case $ST > 300$ MW, $SE = 0.8 \times ST$ subject to maximum eligible capacity being 300 MW.
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**Total eligible Bidders for e-Reverse Auction**

- i. In case  $(0.8 \times ST) \leq 300$  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  $(0.8 \times ST) > 300$  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 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”-1

**Note:**

- (a) 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.
- (b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 300 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 =  $ST=500$  MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	SE	$(0.8 \times ST)$	n	Shortlisted Bidders
1	B4	L1	150	4	300 MW	400 MW	3*	B4
2	B2	L2	150					B2
3	B1	L3	100					
4	B3	L3	100					

\*  $n = 4 - 1 = 3$  as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders=ST=200 MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	SE	(0.8x ST)	n	Shortlisted Bidders
1	B2	L1	100	2	160 MW	160 MW	2	B1
2	B1	L2	100					B2

\* n = 2 as per the above formula

3. At least one week 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 36.2 above.
4. Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 (fifteen) minutes before the start time of reverse auction.
  - i. During the 15 (fifteen) 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 Contracted Capacity offered while quoting tariff during reverse auction.
  - v. In the bidder's bidding window, the following information can be viewed by the bidder:
    - i. Its tariff as the initial start price and there after last quoted tariff along with the offered Contracted Capacity for which the Bidder is qualified.
    - ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and offered 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:

- i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Contracted Capacity, subject to provisions of Clause 34, if the auction is closed at that instant.
- ii. 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 34, if the auction is closed at that instant.
- iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Contracted Capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 8 (eight) minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

### ***37. Selection of Successful Bidders***

1. Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Orange” zones as per Clause 36.4 (vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.
2. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS, subject to the following conditions:
  - a. In case the cumulative capacity shortlisted as per the range exceeds SE (capacity eligible for award as per Clause 36.2), the list of Successful Bidders shall be limited by SE.
  - b. In a borderline case, 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 the RfS shall be limited to SE.

- c. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.
- d. In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:
  - Step 1: Highest 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.

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

- L1 tariff discovered after e-RA: Rs. 2.50/kWh
- The range (L1+5% of L1): Rs. 2.55/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	100	100	NA	2.50	L1
L2	100	200	NA	2.51	L2
L3	100	300	16:00:01	2.55	L3
L3	100	400	16:00:02	2.55	--
L4	100	500	NA	2.56	--
L5	150	650	NA	2.57	--

4. 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. In case of the last Successful Bidder, if the balance Contracted Capacity is less than the total Contracted Capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding SE, being awarded under the RfS.

In case the partial capacity offered to the last Successful Bidder as per Clause 37.2 above, is lower than 50% (fifty percent) 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 NPCL within 3 (three) days of completion of e-RA and not later than 5 (five) days of issuance of LoAs by NPCL, 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 Clause 37.2 above, is greater than or equal to 50% (fifty percent) 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 NPCL, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by NPCL.

### ***38. Issuance of LoAs***

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

NPCL reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, NPCL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

In case of delay in signing of PPA by NPCL beyond the date as on 12 (twelve) months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and NPCL, the Successful Bidder may choose to exit from this tender. Accordingly, the LoA issued to the respective Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by NPCL. In case of extension of the above PPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 (three) months subsequent to the above deadline.

**SECTION 6.      DEFINITIONS OF TERMS**

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

1. **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
2. **"AFFILIATE"** shall mean a 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.
3. **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.
4. **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submission during the e-Reverse Auction, if applicable, as part of its response to the RfS issued by NPCL.
5. **"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.
6. **"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.
7. **"BID CAPACITY"** shall mean aggregate Contracted Capacity of the Hybrid Power Project(s) as proposed by the bidder.
8. **"BUYING ENTITY"** shall mean Noida Power Company Limited (NPCL).
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, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Contracted Capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ .

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

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.

11. **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

12. **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with NPCL for supply of power by the HPD to NPCL at the Delivery Point from the Project, based on which the PPA is executed with NPCL.

13. **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31<sup>st</sup> March and thereafter each period of 12 (twelve) months beginning on 1<sup>st</sup> April and ending on 31<sup>st</sup> March provided that:

- i. in the financial year in which the SCSD 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 31<sup>st</sup> March, and thereafter each period of 12 (Twelve) Months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March, and
- ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.

14. **“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.

15. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% (fifty percent) of the voting rights and paid up share capital in the Company/ Consortium.

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

17. **“DAY”** shall mean calendar day.

18. **EFFECTIVE DATE** shall be the date as per Clause 18 of the RfS.

19. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

20. **“GENERAL NETWORK ACCESS (GNA)”** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

21. **“GUIDELINES”** shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by Ministry of Power vide Gazette Resolution dated 21.08.2023,



including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this RfS.

22. **“GRID CODE REGULATIONS” or “GRID CODE”** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

23. **“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 directed the 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 policies of 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 and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, and its shareholding and the power to director 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.

24. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a **single** point or multiple points at 220 kV or above, where the power from the Project(s) is injected into the identified ISTS Substation (including the transmission line connecting the Projects/ individual components with the substation 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 HPDs 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.

25. **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding

Consortium;

26. **"InSTS"** means Intra-State Transmission System.
27. **"ISTS"** means Inter-State Transmission System.
28. **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% (fifty percent) of voting rights and paid up share capital).
29. **"LEAD MEMBER OF THE BIDDING CONSORTIUM" or "LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% (fifty one percent) in the Bidding Consortium.  
  
Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the SCSD of the Project.
30. **"LETTER OF AWARD" or "LoA"** shall mean the letter issued by Noida Power Company Limited (NPCL) to the Selected Bidder for award of the Contracted Capacity.
31. **"LIMITED LIABILITY PARTNERSHIP" or "LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
32. **"LLC"** shall mean Limited Liability Company.
33. **"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.
34. **"MONTH"** shall mean calendar month.
35. **"NET-WORTH"** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
36. **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
37. **"PARENT"** shall mean a Company, which holds more than 50% (fifty percent) voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
38. **"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 HPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 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. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
39. **"PGCIL" or "POWERGRID"** shall mean Powergrid Corporation of India Limited.
40. **"PPA"** shall mean the Power Purchase Agreement signed between the

Successful Bidder and NPCL according to the terms and conditions of the standard PPA enclosed with this RfS.

41. **“PROJECT” or “HYBRID POWER PROJECT” or “POWER PROJECT”** shall mean the Solar PV and Wind Power generation facilities, where the rated power capacity of wind and solar shall be in ratio of 2:1 (i.e. Wind capacity shall be 66.67%) of the Project Capacity, having a single point 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 control systems and metering. The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in their switchyard, 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 NPCL.
42. **“PROJECT CAPACITY” or “INSTALLED CAPACITY”** shall mean the rated capacity of the installed Project components, i.e. Solar PV and Wind Power components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the HPD under the GNA Regulations. 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;
43. **“PROJECT DEVELOPER” or “DEVELOPER” or “HYBRID POWER DEVELOPER (HPD)” or “WIND-SOLAR HYBRID POWER DEVELOPER”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Contracted Capacity by NPCL (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 NPCL and supplying power under the PPA.
44. **“PROJECT LOCATION”** shall mean the area(s) identified by the HPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented, and shall also include RE Parks being set up under the respective Guidelines.
45. **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
46. **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by NPCL including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide RfS No. NPCL/LT/Hybrid/24-25/dated.....
47. **“SCHEDULED COMMENCEMENT OF SUPPLY DATE” or “SCSD”** shall mean the date as indicated in Clause 9 of the RfS.
48. **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.
49. **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that

uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

50. **“STATE TRANSMISSION UTILITY (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.
51. **“SUB-POOLING SUBSTATION”** shall mean the intermediate pooling point where power from the Solar and Wind Project components of the Hybrid Power Project is injected into and from where the hybrid power is evacuated through a single transmission line and injected into the Interconnection Point.
52. **“TOE”** shall mean Tender Opening Event.
53. **“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.
54. **“WEEK”** shall mean calendar week.

**SECTION 7. SAMPLE FORMS & FORMATS FOR BID**  
**SUBMISSION**

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

**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 address#

To  
Noida Power Company Limited  
Electric Sub-station, Knowledge Park-IV,  
Greater Noida, Gautam Buddha Nagar,  
Uttar Pradesh - 201310

**Sub:** 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 NPCL, 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 300 MW, including this response to RfS.

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

Project No.	Contracted Capacity offered (MW)	Installed Capacity to be committed under the PPA (Rated capacities of respective components)	Location of Project (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details	Proposed CUF	Project Preference*
1		Solar PV component: ___MW				
		Wind power component: ___MW				
2						

*\*The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 37.2 of the RfS.*

1. We give our unconditional acceptance to the RfS, dated.....[Insert date in dd/mm/yyyy], standard PPA document attached thereto, issued by NPCL. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by NPCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD):- (Please read Clause 16 carefully before filling)

We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee/ ..... [Insert bank guarantee number] 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. 16 of this RfS. The total bid capacity of the Hybrid Power Projects 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, within due time as mentioned in Clause Nos. 17 of this RfS on issue of LoA by NPCL for the selected Projects and/ or we are not able to sign PPA with NPCL within the timeline as stipulated in the RfS for the selected Projects, NPCL 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 Chapter 7 (Sample Forms and Formats) 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 NPCL 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.  
We hereby declare that the Project Capacity, for which the bid is being submitted by us, has already been commissioned by us, and, for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1(iii) of the RfS. (applicable only in case of already commissioned Projects)
6. Acceptance: -  
We hereby unconditionally and irrevocably agree and accept that the decision made by NPCL 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 by NPCL in respect of award of Projects according to our preference order as above and in line with 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 us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
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 NPCL, committing total equity infusion in the SPV as per 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 submission as stated in the RfS, including all clarifications and amendments and subsequent communications from NPCL.
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 response to 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 up to the date as on 12 months from the last date of submission of response to RfS].

**13. Contact Person**

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

Name : .....  
Designation : .....  
Company : .....  
Address : .....  
Phone Nos. : .....  
Mobile 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.

**Encl.:** Appendix-I and II of the Covering Letter.

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.



**Appendix-I to Covering Letter**

Contracted Capacity offered: \_\_\_\_MW

Project Location: \_\_\_\_\_

**Average Hourly Profile (in MUs)**

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
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21												
22												
23												
24												

**Appendix-II to Covering Letter**

Contracted Capacity offered: \_\_\_\_MW

Project Location: \_\_\_\_\_

**Average Hourly Profile (in MW)**

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
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21												
22												
23												
24												

***FORMAT FOR POWER OF ATTORNEY***

*(Applicable Only in case of Consortium)*

*(To be provided by each of the other members of the Consortium in favor 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 whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ....., as the Member of the Consortium have executed these presents on this..... day of..... 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-6, 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 Hybrid Power Developers for Setting up of 300 MW ISTS-connected Hybrid Power projects in India under Tariff-based Competitive Bidding of the cumulative capacity of ..... MW [Insert cumulative Contracted capacity proposed] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated

\_\_\_\_\_ issued by Noida Power Company Limited (hereinafter referred to as NPCL) and NPCL 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 NPCL at [Insert Name of the Place from the address of NPCL] forthwith without demur on demand in writing from NPCL 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 16 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. 16 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. 16 of this RfS]. NPCL shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause No. 16 of this RfS].

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring 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 NPCL 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 NPCL 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 IDFC First Bank and a confirmation in this regard is received by NPCL.

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. 16 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NPCL 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 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 Hybrid Power Developer') 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 Noida Power Company Limited (hereinafter referred to as NPCL) and NPCL 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 executors, administrators, successors and assignees) and selecting the Project of the Hybrid Power Developer and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_ (*Insert Name of selected Hybrid Power Developer*) as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid 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*] hereby agrees unequivocally, irrevocably and unconditionally to pay to NPCL at [*Insert Name of the Place from the address of the NPCL*] forthwith on demand in writing from NPCL 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 Hybrid Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only).

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

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring 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 NPCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Hybrid Power Developer/ Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid Power Developer/ Project Company or to enforce any security held by NPCL or to exercise, levy or enforce any distress, diligence or other process against the selected Hybrid 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 IDFC First Bank and a confirmation in this regard is received by NPCL.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NPCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by NPCL to any entity to whom NPCL 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 NPCL 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 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 Noida Power Company Limited (NPCL), representing us in all matters before NPCL, and generally dealing with NPCL 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  
d

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 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 Noida Power Company Limited (NPCL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at Electric Sub-station, Knowledge Park-IV, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh - 201310

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 NPCL desires to purchase Power under RfS for \_\_\_\_\_ (insert title of the RfS);

WHEREAS, NPCL 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 NPCL 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:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of NPCL.

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 and commencement of power supply 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 commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising 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 NPCL 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 NPCL.
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 NPCL.
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 NPCL.
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:

1) Signature-----

2) Signature-----

Name:

Name:

Address:

Address:

-----

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address

Address

:

:

For M/s----- [Member n]

-----

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

Witnesses:

1) Signature -----

(2) 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**

**Noida Power Company Limited**

**Electric Sub-station, Knowledge Park -IV,**

**Greater Noida, Gautam Buddha Nagar,**

**Uttar Pradesh -201310**

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 2023-24 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 32.1 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:

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



<b>Total</b>	
--------------	--

*\*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: INR - -----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)
<b>Company 1</b>					
---					
---					
<b>Total</b>					

*\* 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 2023-24 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			
<b>Total</b>			

*\*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:

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

*\* 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 (PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME ) criteria as mentioned in the RfS, by demonstrating a PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME of INR \_(in words) as on the end of Financial Year 2023-24 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 PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME is to be considered	Relationship with Bidding Company*	PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME (in Rs. Crore)
Company 1			
<b>Total</b>			

*\*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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]**

PAT plus Depreciation, excluding other and exceptional income 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 PAT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME (in Rs. Crore)

<b>Company 1</b>					
---					
---					
<b>Total</b>					

*\* 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)**

**Firm:**  
**Date:**

**Membership No.**  
**Regn. No. of the CA's**

Note: (i) 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/PAT PLUS DEPRECIATION, EXCLUDING OTHER AND EXCEPTIONAL INCOME (as applicable) duly certified by the Chartered Accountant.

- (ii) 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.
- (iii) 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.

***UNDERTAKING***

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to Noida Power Company Limited, in respect to our response to RfS vide RfS No. \_\_\_\_\_ dated \_\_\_\_\_, that as on \_\_\_\_\_ (Insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on \_\_\_\_\_ (insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not 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.

(Name and Signature of the Authorized Signatory)

**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

*(Enter Address of NPCL)*

**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. \_\_\_\_\_ 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 NPCL for a period of 2 years from the date of default as notified by NPCL.

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 30.4 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, NPCL 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 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

[Enter Address of NPCL]

**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 NPCL for a period of 2 years from the date of default as notified by NPCL.

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 30.4 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, NPCL 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.

***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

[Enter Address of NPCL]

Sub: Response to RfS No ..... dated.....for the tender  
for ..... Dear Sir/

Madam,

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

We are hereby submitting the following declaration in this regard:

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

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

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

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

**Format 7.9**

**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP**  
*(To be Submitted on the letterhead of the Bidder)*

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location(s) of Project Components	
3	Contracted Capacity proposed	..... MW
4	Number of Projects	
5	Brief about the Wind-Solar Hybrid Configuration breakup (Installed capacity)	
	i) Capacity of Wind Power Generating Component	.....MW
	ii) Capacity of Solar PV Power Generating Component	.....MW
6	Brief about the proposed Technology	
Solar	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	
Wind	Wind Turbine(s) Models from RLMM	

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.

**Not Used**

***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

Noida Power Company Limited  
Electric Sub-station, Knowledge Park-IV,  
Greater Noida, Gautam Buddha Nagar,  
Uttar Pradesh - 201310

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 up to the date as on 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\_\_.

Thanking you,  
We remain,  
Yours faithfully,

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

**Notes:**

1. *There can be only one tariff for all the projects applied for. If the Bidder quotes two tariffs or combination thereof for the Projects, 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.*

***PRELIMINARY ESTIMATE OF COST OF HYBRID POWER PROJECT***

(Disclaimer: It is clarified that the data submitted as part of this Format is for NPCL’s records only, and will have no bearing on the SPD’s claims against Change in Law or any other provisions of the PPA)

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.

**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION**

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.

**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, *Noida Power Company Limited (NPCL)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**INSTRUCTIONS**

**Tender Bidding Methodology:**

Sealed Bid System

Single Stage Two Envelope

Auction

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

**Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender 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 NPCL (Optional)
  - b) View response to queries posted by NPCL
8. Bid-Submission on ETS
9. Post-TOE clarification on ETS (optional)
10. Respond to NPCL Post-TOE queries
11. Participate in e-Reverse Auction if invited

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

### **Digital Certificates**

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

### **Registration**

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

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

### **Important Note:**

1. Interested bidders have to download official copy of the 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**

<b>Telephone/ Mobile</b>	<i>Customer Support: +91-124-4229071, 4229072 ( From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
<b>Email-ID</b>	<a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: <a href="mailto:support@electronic tender.com">support@electronic tender.com</a> ]

**Some Bidding Related Information for this Tender (Sealed Bid)**

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 24.1 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 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of 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 ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

**The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid.** The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by NPCL.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to NPCL 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.

## **OTHER INSTRUCTIONS**

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

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

## **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (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. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, NPCL may ask for re- submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of

deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by NPCL, the Bid Processing Fee and Cost of RfS Document, 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 NPCL.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-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. 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. 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.

**Pre-requisite for participation in bidding process**

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/  
Firm Vendors Training Program

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

### ***TERMS & CONDITIONS OF REVERSE AUCTION***

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), NPCL 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 complete 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 NPCL guidelines, shall be initiated by NPCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of NPCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
  - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NPCL, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the NPCL contact personnel indicated in the RfS document.
  - e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and NPCL.
  - f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall

also be outside the system.

- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - A of the RfS document.
  - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
  - i) NPCL will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
  - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:  
<https://www.bharat-electronictender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

#### ***BUSINESS RULES OF REVERSE AUCTION***

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in 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:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by NPCL 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 NPCL. 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. NPCL 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.

NPCL reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

NPCL 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 NPCL 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.

***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/m<sup>2</sup>, AM 1.5, 250C)
- vi. Wattage, I<sub>m</sub>, V<sub>m</sub> 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

- ii) 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.
- iii) 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 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.
- iv) Provisions of Article 4.6.1 of the PPA with HPD shall apply for the capacity not commissioned by the SCSD.

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.

**FORMAT FOR PROJECT PROGRESS STATUS OF ISTS-CONNECTED WIND- SOLAR HYBRID  
POWER PROJECTS**

S. No	Description	Reviewed on _____(if applicable)	Present status	Remarks
		M/s _____ (Project ID & Contracted Capacity)	M/s _____ (Project ID & Contracted Capacity)	
		Effective Date of PPA: _____	Effective Date of PPA: _____	
		Original/ Revised Scheduled Commencement of Supply date: _____	Original/ Revised Scheduled Commencement of Supply _____ date	
		Actual Commencement of Supply date(s) (with capacity): _____	Actual Commencement of Supply _____ date(s) (with _____ capacity)	
1	<b>Status of connectivity (Inter connection voltage level)</b>			
	Connectivity start date			
	Bay installation status			
2	<b>Land Arrangement status with Acquisition details</b>			
	Identification (Yes/No)			
	Location (Kindly provide the location co-ordinates)			
	Status of Ownership			

	Total area for required Project (in acres)			
	Extent of land acquired (in acres) (%)			
	Land procurement (Yes/No)			
	Land Conversion (Yes/No)			
	Land title (ownership/land lease allotment in the name of			
	Developer) completed/partially completed, same shall be given in acres			
	Solar land- Location (Coordinates)			
	Wind land- Location (Coordinates)			
3	<b>Status of financing arrangements</b>			
	Equity tie-up			
	Financial closure status			
	Financial lender details			
	Status of Debt			
	Sanction/ Disbursement from Bank			
	Name of Bank			
4	<b>Status of Clearances (if applicable)</b>			
	MoD (land area in acres to be specified)			
	Forest (land area in acres to be specified)			
	Mining (land area in acres to be specified)			
	Local Body (land area in acres to be specified)			

	Any other clearances			
5	<b>Status of Transmission line including distance and rating</b>			
	Total distance of transmission line in km			
	Voltage Rating of transmission line			
6	<b>Design status of Project</b>			
	No. of Solar block along with capacity in MW			
	Inverter capacity in MW			
	Inverter transformer capacity in MVA			
	No. of WTGs along with capacity (height & capacity)			
7	<b>Design status of Substation</b>			
	Voltage rating of Substation			
	No. of Bays planned			
	Location of Substation (land Co-ordinates)			
8	<b>Design status of Transmission line towers and No. of Towers foundations expected</b>			
	Tower schedule status			
	No. of towers expected (In Nos.)			
9	<b>Supply Status</b>			
	PO status of MMS, Modules, Inverter, WTGs, Power transformer, Inverter transformer, transmission line tower stubs, structure)			
	Supply status of Modules to site (%)			
	Supply status of Inverter (%)			

	Supply status of WTGs (%)			
	Supply status of Power Transformer (%)			
	Supply status of Inverter Transformer (%)			
	Supply status of transmission line towers stubs (%)			
	Supply status of transmission line towers structure (%)			
	Overall status of supply (%)			
10	<b>Civil work status</b>			
	Solar- pile works status (No. of piles for the Project vs. completed status)			
	Wind-Foundation work status (No. of WTG's for the Project vs. completed status)			
	Substation-foundation work status (No. of equipment foundation for the substation vs. completed status)			
	Transmission line-Foundation work status (No. of tower foundation for the project vs. completed)			
11	<b>Erection</b>			
	Solar panels- Erected capacity			
	Wind turbine-Erected capacity			
	S/s Equipment erection status			
	Transformer erection			
	Equipment erection			
	Pre-commissioning status			
	T/L-Tower erection in Nos.			
	T/L-Stringing in km			
12	<b>Pre-commissioning Status</b>			