

**DEVELOPMENT OF 1,200 MW (AC) SOLAR
POWER PROJECTS IN KARNATAKA TO BE
IMPLEMENTED IN 60 TALUKS**

**VOLUME I
Request for Proposal**

20 Nov 2015



**KARNATAKA RENEWABLE ENERGY
DEVELOPMENT LIMITED**

KREDL, Head Office **Bangalore**
#39, "Shanthigruha" Bharath Scouts & Guides Building,
Palace Road, Bangalore-560001.

Request for Proposal

Contents

Volume I	Request for Proposal (RFP)
Volume II	Power Purchase Agreement (PPA)

TABLE OF CONTENTS

S. No. No	Contents	Page
	Glossary	3
	Disclaimer	4
1.	INTRODUCTION	5
1.1.	BACKGROUND	5
1.2.	BRIEF DESCRIPTION OF BIDDING PROCESS.....	7
1.3.	SCHEDULE OF BIDDING PROCESS	11
2.	TERMS OF BIDDING	12
2.1.	GENERAL TERMS OF BIDDING.....	12
2.2.	CHANGE IN COMPOSITION OF THE CONSORTIUM.....	16
2.3.	SHAREHOLDING COMMITMENTS	16
2.4.	COST OF BIDDING.....	17
2.5.	VERIFICATION OF INFORMATION	17
2.6.	RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS.....	17
2.7.	CONTENTS OF THE RFP	18
2.8.	CLARIFICATIONS	19
2.9.	AMENDMENT OF RFP.....	20
2.10.	FORMAT AND SIGNING OF BID.....	20
2.11.	SUBMISSION OF BID	20
2.12.	BID DUE DATE AND DUE DATE.....	22
2.13.	LATE BIDS	22
2.14.	FINANCIAL BID.....	22
2.15.	WITHDRAWAL OF BIDS.....	23
2.16.	REJECTION OF BIDS	23
2.17.	VALIDITY OF BIDS	23
2.18.	CONFIDENTIALITY.....	23
2.19.	CORRESPONDENCE WITH THE BIDDER	24
2.20.	BID SECURITY.....	24
3.	EVALUATION OF BIDS	26
3.1.	OPENING AND EVALUATION OF BIDS.....	26
3.2.	TESTS OF RESPONSIVENESS	26
3.3.	EVALUATION OF ELIGIBILITY CRITERIA	27
3.4.	SELECTION OF BIDDER.....	30
3.5.	CONTACTS DURING BID EVALUATION	32
3.6.	FINANCIAL CLOSE.....	32
3.7.	SHARING OF CLEAN DEVELOPMENT MECHANISM (CDM) BENEFITS.....	32
3.8.	COMMISSION OF PROJECT	32
3.9.	PERFORMANCE SECURITY	33
4	FRAUD AND CORRUPT PRACTICES	34
5	PRE-BID CONFERENCE	36
6	MISCELLANEOUS	36

Appendices

APPENDIX – I LETTER OF BID & ANNEX I TO VIII
APPENDIX – II POWER OF ATTORNEY FOR SIGNING THE BID
APPENDIX –III POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
APPENDIX –IV BANK GUARANTEE FOR BID SECURITY
APPENDIX –V JOINT BIDDING AGREEMENT
APPENDIX- VI FORMAT FOR FINANCIAL BID

Schedules

SCHEDULE 1 - Technical Qualification requirement in case of Solar PV Project
SCHEDULE 2 - Solar Tariff Order issued by KERC

GLOSSARY

Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.1
Bidding Process	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.2.2
Bid Security	As defined in Clause 1.2.4
Bid Validity Period	As defined in Clause 2.17
Conflict of Interest	As defined in Clause 2.1.13
Consortium	As defined in Clause 2.1.2
Developer	As defined in Clause 1.1.1
Effective Tariff	As defined in Clause 1.2.5
Eligibility Criteria	As defined in Clause 1.2.4(B)
Financial Capacity	As defined in Clause 3.3.2
Government	Government of Karnataka
Group Business Entity	As defined in Clause 3.3.2(b)
Jt. Bidding Agreement	As defined in Clause 2.1.16(i)
Lead Member	As defined in Clause 2.1.16 (d)
LOA	As defined in Clause 3.4.6
Member	Member of a Consortium
Other Members	As defined in Clause 2.1.16 (d)
Performance Security	As defined in Article 1 of Power Purchase Agreement
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Power Purchase Agreement (PPA)	As defined in Clause 1.1.1
INR	Indian Rupee
Request for Proposal (RFP)	As defined in Clause 1.1.8
Right	As defined in Clause 1.1.7
SPV	As defined in Clause 2.1.16
Technical Capacity	As defined in Clause 3.3.2

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by KREDL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by KREDL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for KREDL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KREDL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

KREDL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. KREDL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that KREDL is bound to select a Bidder or to appoint the Developer, as the case may be, for the Project and KREDL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1. INTRODUCTION

1.1. Background

Karnataka Renewable Energy Development Limited (“KREDL”) incorporated under the Companies Act, 1956 is a nodal agency of the Government of Karnataka (“GoK”) to facilitate the development of renewable energy in Karnataka. KREDL processes all applications received for setting up of renewable energy generating plants and based on their recommendation, GoK approvals and grants rights to such independent power producers to set up their generation plants in Karnataka. Subsequently, KREDL also monitors progress of various renewable energy projects in Karnataka.

GoK intends to undertake development of a 1,200 MW (One thousand and two hundred MW) (AC) solar PV ground mount power plants in Karnataka to be implemented in 60 Taluks (hereinafter referred to individually as the “Project” implemented in one Taluk and collectively referred as the “Projects” implemented in multiple Taluks). GoK, through KREDL, has decided to carry out the bidding process for selection of the Bidders to whom the Project(s) may be awarded.

Bidders are allowed to Bid for one or more Project(s) based on the Eligibility Criteria stipulated in the clause 3.3 of this RFP.

This RFP document is common for all the Project(s). It may be noted, however, that for all intents and purposes the Project(s) are independent of each other and the Bidder shall, as part of its Financial Bid, submit separate Effective Tariff (as defined in Clause 1.2.5) for each of the Project for which it is submitting its Bids in accordance with this RFP document. Separate Agreement (hereinafter referred to as the “Power Purchase Agreement (PPA)”) shall be entered for each Project(s) with concerned electricity supply companies (“ESCOMS”), which shall be further vetted by Karnataka Electricity Regulatory Commission (“KERC”).

- 1.1.1. The developer (hereinafter referred to as “Developer”) shall be responsible for design, finance, engineering, procurement, construction, operation and maintenance of the Project(s) under and in accordance with the provisions of the PPA to be entered into between the Developer and the concerned ESCOM, and shall be vetted by KERC.

1.1.2. Capacity of the Project

A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV ground mount Project). It is pertinent to mention that a Bidder can propose any number of Projects, but the minimum capacity of the individual Project proposed by the Bidder shall be at least 3 MW (AC) per Taluk, and the maximum capacity of the individual Project proposed by the Bidder shall be limited to 20 MW (AC) per Taluk. However, the maximum capacity to be allotted to any Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium shall not exceed the aggregate maximum capacity of 1,200 MW (AC). **It is important to note that, the Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit only one (1) Bid for (1) one Taluk.**

The Bidder shall furnish details including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium participating in the Bidding Process as per the format provided in **Annex – I (Details of the Bidder)**.

1.1.3. Connectivity with the Grid

The Developer shall be responsible for power evacuation from the power plant to the nearest substation/delivery point. It is pertinent to mention that the metering shall be done at the inter-connection point at the end of the substation.

For generation capacity between 3 MW (AC) and 5 MW (AC), the interconnection to the nearest substation/delivery point shall be at the voltage level of 11kV subjected to the approval from Karnataka Power Transmission Company Limited (“**KPTCL**”) / ESCOMs, as the case may be, based on the load flow study report. However, for the purpose of reliability, the Developer may preferably interconnect to the nearest substation/delivery point at a higher voltage level.

For generation capacity between 5 MW and 20 MW, the Developer shall provide the interconnection to the nearest substation at the voltage level of 33 kV/66 kV/110 kV/220 kV subjected to the approval from KPTCL/ ESCOMs, as the case may be, based on the load flow study report.

* It is important to note that the Bidder shall Bid for the Project capacities only as whole numbers between 3 MW to 20 MW. No decimal point in the Project capacity is accepted.

It is pertinent to mention that the charges towards obtaining the load flow study report along with the approval from KPTCL/ ESCOMs shall be borne by the Developer.

The Selected Bidder shall obtain power evacuation approval from KPTCL/ESCOM, as the case may be, within 365 (three Hundred and sixtyfive) days of signing of the PPA.

The Developer shall carry out maintenance of the transmission lines during the PPA Period. However, applicable supervision charges shall be paid by the Developer.

- 1.1.4. The Scope of Work will broadly include development, operation and maintenance of the Project(s) including supply of power at the Effective Tariff as per the PPA¹ during the tenure as mentioned in the PPA.
- 1.1.5. The Bidding Documents include this RFP and the enclosed PPA.
- 1.1.6. The PPA sets forth the detailed terms and conditions for grant of the right to the Developer to supply solar power to the ESCOM (the “**Right**”), including the scope of the Developer’s services and obligations and is enclosed as Volume II of this RFP (the PPA to be executed by the Developer and ESCOM which shall further be vetted by KERC).

¹ The executed Power Purchase Agreement shall be vetted by KERC

- 1.1.7. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the PPA or KREDL's right to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Volume I – Request for Proposal (“**RFP**”) shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by KREDL.
- 1.1.8. KREDL shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided by KREDL pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by KREDL, and all Bids shall be prepared and submitted in accordance with such terms.
- 1.1.9. The Project(s) would be awarded to the Bidder(s) subjected to the Eligibility Criteria as per Clause 3.3 of this RFP. Bidders desirous of bidding for more than one Project will be required to submit separate Effective Tariff for each of the Project. For the purpose of identifying the Bidder to implement the Project, the Bids submitted by each Bidder would be evaluated on the basis of the evaluation criteria set out in Section 3 (Evaluation of Bids) of this RFP.

The Selected Bidder may change the proposed location within the same Taluk only indicated during the RFP stage for the Project in the event that land for the same cannot be acquired or for other technical reasons. **It is pertinent to mention that the entire project capacity shall be implemented in single location and on contiguous land only.** In no circumstance shall the Effective Tariff offered by the Bidder be changed due to change in location.

1.2. Brief Description of Bidding Process

- 1.2.1. KREDL has adopted a single stage process (the "**Bidding Process**") for selection of Bidders for award of the Project(s) and invites Bids from eligible parties ("**Bidders**"), which expression shall, unless repugnant to the context include the members of the Consortium, for the Project electronically in the unified e-procurement platform of the Government of Karnataka **www.eproc.karnataka.gov.in** (hereinafter referred to as "**E-Procurement Website**") in accordance with the terms of this RFP. KREDL shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through E-Procurement Website or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by KREDL in this regard.
- 1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2.3. The Bidding Documents include the RFP and PPA for the Project. The Bidding Documents and any addenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

- 1.2.4. The Bidders are required to deposit, along with its Bid, a bid security ("**Bid Security**") of INR10,00,000/- (**Rupees Ten Lakhs only**) per MW (AC) per Project of the proposed aggregate capacity. The Bid Security shall be refundable as per Clause 2.20.3 except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security under the PPA. The Bidder shall pay a part of Bid Security equal to an amount of INR10,00,000/- (**Rupees Ten Lakh only**) through E-Procurement Website, through any one of the following e-Payment options only.

Online payments:

1. Credit Card
2. Direct Debit
3. Internet Banking

Offline payments:

4. Remittance at the Bank Counter using challan (ICICI Bank only)
5. NEFT/RTGS

Please note that payment submitted through cheque or demand draft shall not be accepted. For further details regarding e-payment, please refer to E-Procurement Website.

Remaining Bid Security² shall be provided in the form of Bank Guarantee only acceptable to KREDL at the time of Bid submission. The validity period of the Bank Guarantee shall not be less than 180 (One Hundred and Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between KREDL and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the above Bid Security.

² This amount would be different for each Bidder and shall be calculated based on the capacity for which it is submitting its Bid for the Project(s).

The Bid Security payable for the Project through E-Procurement Website/Demand Draft and through bank guarantee is set out in the table below:

Name of Assignment	Total Bid Security	Through e- payment for first project / (Demand draft for the balance projects in case of more than one project)	By way of Bank Guarantee
Development of Solar Power Projects in the State of Karnataka	INR10,00,000/- (Rupees Ten Lakhs only) per MW (AC)	INR10,00,000/- (Rupees Ten Lakhs only) per Project	An amount to be derived by each Bidder based on the aggregate capacity (AC) for which it is submitting its Bid for the Project(s), less the payment of Bid Security of INR10, 00,000/- (Rupees Ten Lakhs only) made through e-payment/Demand Draft

For avoidance of doubt the following illustration is provided:

Illustration:

Suppose the Bidder will quote for Five (5) no of projects for the following capacities; Project 1 (10 MW), Project 2 (10 MW), Project 3 (20 MW), Project 4 (8 MW), and Project 5 (12 MW).

The above five (5) Project(s) has a cumulative capacity of 60 MW.

The Bid Security shall be paid as mentioned below:

Project Name	Aggregate Capacity (MW)	Online payment	Demand Draft	Bank Guarantee*
For Project 1	10 MW	INR10, 00,000	Nil	INR 90, 00,000
For Project 2	10 MW	Nil	INR10, 00,000	INR 90, 00,000
For Project 3	20 MW	Nil	INR10, 00,000	INR 1,90, 00,000
For Project 4	8 MW	Nil	INR10, 00,000	INR 70, 00,000
For Project 5	12 MW	Nil	INR10, 00,000	INR 1,10, 00,000

Note: KREDL shall not be held responsible in case of failure on part of the Bidder to furnish part of the Bid Security through E-Procurement Website or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by KREDL in this regard.

1.2.4(A) Bidders would need to submit the following sets of documents as part of their Bid;

- a. **“Key Submissions”** to be submitted through E-Procurement Website as provided in Clauses 2.11.

- b. **“Financial Bid”** to be submitted only through E-Procurement Website. For the purpose of providing clarity on the Financial Bid to Bidders, a specimen for the Financial Bid is provided in **Appendix – VI**”.

1.2.4 (B) The evaluation of the Bid submissions would be carried out in the following three stages:

- a. The first stage would involve opening and evaluation of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFP. Those Bids found to be substantially responsive would be evaluated in the second stage. KREDL reserves the right to seek any document submitted in the E-Procurement Website in the form of hard copy for the purpose of clarification.
- b. In the second stage, the information of the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity (**“Eligibility Criteria”**) would be evaluated as per Clause 3.3 of this RFP. Bidders who meet the Eligibility Criteria would qualify for evaluation of their Financial Bid.
- c. In the third stage, the Financial Bid in accordance with the provision of Clause 3.4 would be opened and evaluated to identify the Selected Bidder(s).

1.2.5. Financial Bids are invited for the Project(s) on the basis of the effective tariff (the **“Effective Tariff”**) offered by a Bidder for energy to be sold to ESCOMs under the PPA. The Effective Tariff payable by ESCOM to the Bidder shall constitute the sole criteria for evaluation of the Financial Bids. The Agreement Period is pre-determined, as indicated in the PPA.

For the avoidance of doubt, in the event a Bidder quotes the Effective Tariff higher than the tariff subsisting on Bid Due Date by KERC, then such Bid shall be summarily rejected by KREDL.

In case of any delay in commissioning of the Project beyond the Scheduled Commissioning Date (subject to provisions of PPA), if there is a change in KERC applicable Tariff, the changed applicable Tariff for the Project shall be the lower of the following:

- i. Tariff offered by the Bidder
- ii. KERC applicable Tariff as on the Commercial Operation Date.

1.2.6. Generally, the Bidder who quotes the lowest Effective Tariff will be selected first and so on till the total capacity of 20 MW is reached per Taluk. The remaining Bidders may be kept in reserve and may be shortlisted in case any of the Selected Bidders withdraws or is not selected for any reason, in accordance with the process specified in this RFP and as explained in Clause 3.4. In the event that the other Bidders also withdraw, KREDL may, at its discretion annul the Bidding Process.

1.2.7. The Developer shall be entitled for the revenues from the Project in accordance with the terms of the PPA.

1.2.8. Further and other details of the process to be followed and the terms thereof are spelt out in this RFP.

- 1.2.9. Any queries (including any discrepancy, ambiguity and error) or request for additional information concerning this RFP shall be submitted in writing and shall be submitted through post/courier to the Managing Director, KREDL. The envelopes shall clearly bear the following identification/ title:

Queries/Request for Additional Information: RFP for **“Development of 1,200 MW (AC) Solar Power Projects in the State of Karnataka to be implemented in 60 Taluks”**.

1.3. Schedule of Bidding Process

KREDL shall endeavour to adhere to the following schedule:

Sl. No	Event Description	Date
1.	Last date for receiving queries	December 02, 2015, 1730 Hrs
2.	Pre-Bid Conference	December 03, 2015, 1430 Hrs
3.	Bid Due Date	January 04, 2016, 1630 Hrs
4.	Due Date for submission cost of RFP, application fee (DDs)	January 07, 2016, 1630 Hrs
5.	Due Date for submission of original Bank Guarantees towards Bid Security	January 07, 2016, 1630 Hrs
6.	Opening of Bid (except Financial Bid)	January 08, 2016, 1130 Hrs
7.	Opening of Financial Bid	To be intimated later
8.	Bid Validity Period	180 days from Bid Due Date

Venue of Pre-bid Conference:

KEB Engineers' Association Convention Hall,
Race Course Cross Road,
Anand Rao Circle,
Bangalore- 560009

2. TERMS OF BIDDING

A. GENERAL

2.1. General terms of Bidding

2.1.1. The Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium is eligible to submit only one Bid for one Taluk.

Further, a Bidder either bidding as Single Business Entity or as a Consortium is eligible for award of Project(s) of aggregate capacity up to 1,200 MW under this RFP for all the Taluks, however the maximum limit for each taluk is 20MW. In the event where the Bid(s) submitted by any Bidder and its Group Business Entity(ies), either as a Single Business Entity or as a Consortium, aggregate to more than 1,200 MW, in such circumstances all the Bid(s) submitted by such Bidder and such Group Business Entity(ies) under this RFP would be rejected.

2.1.2. a. The Bidder may be a single business entity (“**Single Business Entity**”) or a group of entities (the “**Consortium**”), coming together to implement the Project(s). However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Consortium for any Taluk. The term Bidder used herein would apply to both a Single Business Entity and a Consortium.

b. A Single Business Entity, government-owned entity and in case of Consortium, all the entities forming a Consortium, bidding for the Project, shall be a Company incorporated under the Companies Act 1956/ 2013 or under an equivalent law abroad, if it is a foreign company. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.16 below. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the PPA for the Project shall have the meaning assigned thereto in the PPA.

c. Those Bidders who were shortlisted by KREDL in the previous bidding processes for development of grid connected solar power projects in the State of Karnataka and did not comply with the terms and conditions of the Letter of Award are not eligible to participate in this bidding process.

d. It shall be noted that the Partnership firms can't participate in this Bidding process.

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

2.1.4. The Financial Bid should be furnished in electronic mode only clearly indicating the Effective Tariff. The Bidder shall, as part of its Financial Bid, submit separate Effective Tariff for each of the Project for which it is bidding. The specimen of the Financial Bid is provided at **Appendix VI** of this RFP. **The Financial Bid must clearly indicate the bid amount in Indian Rupees (INR) only.** Any

Financial Bid received in the physical form shall be considered as a non-responsive Bid and would be rejected.

- 2.1.5. The Financial Bid shall consist of Effective Tariff to be quoted by the Bidder as per Clause 2.1.4. The order issued by KERC regarding the tariff for grid connected ground mount Solar PV is provided in Schedule 2 of this RFP.
- 2.1.6. The Bidder shall furnish a Bid Security as per Clauses 1.2.4 and 2.20 and in accordance with the provisions of this RFP. The Bidder shall provide part of the Bid Security in the form of a Bank Guarantee acceptable to KREDL, as per format at **Appendix - IV**.
- 2.1.7. The validity period of the Bank Guarantee shall not be less than 180 (One Hundred and Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between KREDL and the Bidder. The Bid shall be summarily rejected if the Bidder fails to submit the original Bank Guarantees towards Bid Security to KREDL within the date as specified in Schedule of Bidding Process. The Bid Security shall be refundable as per the Clause 2.20.3 except in the case of the Selected Bidders whose Bid Security shall be retained till they have provided a Performance Security under the PPA.
- 2.1.8. The Bidder should submit a Power of Attorney as per the format at **Appendix – II**, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Appendix – III**.
- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.11. The Bid submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.12. The Bidding Documents including this RFP and all attached documents are and shall remain the property of KREDL and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. KREDL will not return any Bid or any information provided along therewith.
- 2.1.13. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 25% of its paid up and subscribed capital; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d. such Bidder, or any Group Business Entity thereof, has a relationship with another Bidder or any Group Business Entity thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each; or
- e. such Bidder or any Group Business Entity thereof has participated as a consultant to KREDL in the preparation of any documents, design or technical specifications of the Project.

2.1.14. This RFP is not transferable.

2.1.15. Any award of Right pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.16. Where the Bidder is a Single Business Entity, it may at its option, form an appropriate Special Purpose Vehicle under the Companies Act, 1956/ 2013 (the "SPV"³) to execute the PPA and implement the Project. In case foreign company bids as a Single Business Entity, it shall, prior to execution of the PPA, incorporate an appropriate "SPV" in India only to execute the PPA and implement the Project. In case the Bidder is a Consortium, it shall, prior to execution of the PPA, incorporate as per the terms of the RFP, an appropriate "SPV" in India only to execute the PPA and implement the Project. The Consortium in addition to forming a "SPV" in India only, shall also comply with the following requirements:

- a. The number of members in a Consortium would be limited to 3 (three);
- b. The shareholding commitments of all the members of the Consortium shall be in accordance with Clause 2.3;
- c. The Bid should contain the information required for each member of the Consortium;
- d. Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**") who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until first anniversary of the Commercial Operation Date. The other members of the Consortium shall be termed as "**Other Members**". The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix - III**, signed by all the members of the Consortium;
- e. All the members of the Consortium shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until first anniversary of the Commercial

³ Bidders are responsible for timely incorporation of SPV and execution of Power Purchase Agreement.

Operations Date of the Project.

- f. The Bid should include a brief description of the status of the Consortium members (Lead Member or Other Member), particularly with reference to equity shareholding commitment;
 - g. An Individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Consortium cannot be a member of any other Bidder Consortium or an Individual Bidder applying for qualification;
 - h. The Parties to the Consortium should establish SPV in India only and execute the PPA in respect of the Project(s) awarded to such Consortium.
 - i. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Jt. Bidding Agreement**”), as per the format provided in **Appendix – V**, for the purpose of submitting Bid and should submit the same along with the Bid. The Jt. Bidding Agreement should be specific to the Project and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. The Jt. Bidding Agreement shall, inter alia:
 - (i) convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with Clause 2.3, which would enter into the PPA and subsequently carry out all the responsibilities as Developer in terms of the PPA, in case the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each member at each stage;
 - (iii) commit the minimum equity stake to be held by each member; and
 - (iv) include a statement to the effect that all members of the Consortium shall under the Power Purchase Agreement, be liable jointly and severally for all obligations of the Developer in relation to the Project until the Condition Precedent of the Project is achieved in accordance with the PPA.
- 2.1.17. Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.1.18. A Bidder/ Consortium Member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.
- 2.1.19. The following conditions shall be adhered to while submitting a Bid:
- a. Bidders should upload clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes to Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

- b. information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Group Business Entity named in the Bid and not, unless specifically requested, to other associated companies;
- c. Bidders should demonstrate their Eligibility Criteria in accordance with Clause 3.3 of this RFP.

2.1.20. While qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, more than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where the Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of more than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control (by persons resident outside India) in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in sub clause(b) above, the continued qualification of the Bidder shall be subject to approval of KREDL from national security and public interest perspective. The decision of KREDL in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, KREDL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform KREDL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2. Change in composition of the Consortium

A Bidder shall not be allowed to change its composition for any of the Project(s), i.e. Single Business Entity bidding for a Project cannot bid as a Consortium for any other Project and a group of entities bidding as a Consortium for a Project cannot change its composition for any other Project. Further, where the Bidder is bidding as Consortium, the Lead Member of the Consortium shall remain same for all the Project(s).

2.3. Shareholding Commitments

- 2.3.1. In case the Selected Bidder is a Consortium, Members of the Consortium shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until first anniversary of the Commercial Operations Date of the Project. Lead Member shall have 26% shareholding of the SPV until first anniversary of the Commercial Operations Date of the Project. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the PPA, and a breach

hereof shall, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA and dealt with as such thereunder.

- 2.3.2. In case the Selected Bidder is a Single Business Entity and exercises its option to incorporate a SPV, then it shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV, until first anniversary of the Commercial Operations Date of the Project. This condition is applicable only in case the Single Business Entity incorporates an SPV to execute the PPA and implement the Project. In case a foreign company bids as a Single Business Entity, it shall incorporate an appropriate SPV and it shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV, until first anniversary of the Commercial Operations Date of the Project.

2.4. Cost of Bidding

- 2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. KREDL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Verification of information

- 2.5.1. It shall be deemed that by submitting a Bid, the Bidder has:
- a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from KREDL;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents;
 - d. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from KREDL, or a ground for termination of the PPA; and
 - f. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.2. KREDL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by KREDL.

2.6. Right to accept and to reject any or all Bids

2.6.1. Notwithstanding anything contained in this RFP, KREDL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2. KREDL reserves the right to reject any Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by KREDL, the supplemental information sought by KREDL for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and one of the Selected Bidder gets disqualified/ rejected, then KREDL reserves the right to:

- (i) invite the remaining Bidders in accordance with Clause 3.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of KREDL, including annulment of the Bidding Process.

2.6.3. In case it is found at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Right thereby granted by KREDL, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into the PPA, and if the Bidder has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by KREDL to the Bidder, without KREDL being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, KREDL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as genuine compensation and damages payable to KREDL for, inter alia, time, cost and effort of KREDL, without prejudice to any other right or remedy that may be available to KREDL.

KREDL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of KREDL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of KREDL thereunder.

B. DOCUMENTS

2.7. Contents of the RFP

2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

a. Instructions to Bidders (Volume I)

Section 1. Introduction

Section 2. Terms of Bidding

- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

Appendix I- Letter of Bid

Annexes to Appendix I

- Annex I - Details of Bidder
- Annex II- Undertaking for Technical Capacity
- Annex II A – Technical Experience of the Bidder
- Annex II B – Format for certificate from Statutory Auditor for Technical Experience
- Annex III - Financial Capacity of the Bidder
- Annex IIIA - Format for certificate from Statutory Auditor/Independent Auditor for Financial Capacity
- Annex IV-Format for certificate from Statutory Auditor/Independent Auditor for Group Business Entity
- Annex V -Statement of Legal Capacity
- Annex VI – Anti Collusion Certificate
- Annex VII – Anti Blacklisting Affidavit
- Annex VIII – Declaration of Shareholding Pattern of the Bidder
- Annex IX – Information furnished by the Bidder in MS Excel format
- Appendix II - Power of Attorney for signing of Bid**
- Appendix III - Power of Attorney for Lead Member of Consortium**
- Appendix IV - Format for Bank Guarantee for Bid Security**
- Appendix V - Joint Bidding Agreement (Applicable in case of Consortium)**
- Appendix VI - Specimen for Financial Bid**
- Schedule -1- Technical Standards Requirement in case of Solar PV Project
- Schedule -2- Solar Tariff Order issued by KERC

b. Power Purchase Agreement (Volume II)

The PPA provided by KREDL as part of the Bid Documents shall be deemed to part of this RFP.

2.8. Clarifications

- 2.8.1. Bidders requiring any clarification on the RFP may notify KREDL in writing to the address provided in Clause 2.11.5. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. KREDL shall endeavour to respond to the queries within 7 (seven) days prior to the Bid Due Date. The responses will be published in KREDL's Website www.kredlinfo.in as well as in the E-Procurement Website without identifying the source of queries.
- 2.8.2. KREDL shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, KREDL reserves the right not to respond to any question or provide any clarification, in

its sole discretion, and nothing in this Clause 2.8.2 shall be taken or read as compelling or requiring KREDL to respond to any question or to provide any clarification.

2.8.3. KREDL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through E-Procurement Website as well KREDL's Website www.kredlinfo.in. All clarifications and interpretations issued by KREDL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by KREDL or its employees or representatives shall not in any way or manner be binding on KREDL.

2.9. Amendment of RFP

2.9.1. At any time prior to the Bid Due Date, KREDL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2. Any Addendum thus issued will be published in E-Procurement Website as well on the website of KREDL; www.kredlinfo.in. The published details on the said sources will be binding on the participating Bidders.

2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, KREDL may, at its own discretion, extend the Bid Due Date and/or Due Date. Information about extension of the deadline will be published in E-Procurement Website as well on the website of KREDL; www.kredlinfo.in vide corrigendum.

C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

2.10.1. The Bidder shall provide all the information sought under this RFP in electronic mode. KREDL will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.10.2. All the documents of the Bid sought under this RFP shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover page shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

2.10.3. All documents of the Bids submitted in electronic mode under this RFP shall be uploaded on E-Procurement Website: www.eproc.karnataka.gov.in using digital signature.

2.11. Submission of Bid

2.11.1. The Bidder shall submit the Bid(s) in the form specified in Clause 2.11.2.

2.11.2. The Bidder shall submit following documents in the electronic mode using their digital signatures in the correct slots in E-Procurement Website. The documents accompanying the Bid(s) submission shall include.

“Key Submissions”

- a. Scanned copies of the DDs for payment of the following:
 - i. Towards cost of the RFP Document (non-refundable) – INR10,000/- (Rupees Ten Thousand only)
 - ii. Towards the cost of application fee (non-refundable) INR10,000/- (Rupees Ten Thousand only) plus service tax.
- b. Scanned copy of the Letter of Bid in the prescribed format provided in **Appendix - I** along with Annexes and supporting documents;
- c. Scanned copy of the Power of Attorney for signing of Bid in the prescribed format (**Appendix – II**);
- d. If applicable, the scanned copy of Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix – III**);
- e. Scanned copy of the part of Bid Security as Bank Guarantee in the prescribed format (**Appendix - IV**). Apart from this the Bidder shall also submit the remaining part of the Bid Security in the manner provided in Clause 1.2.4;
- f. Scanned copy of Certificate of Incorporation and a copy of Memorandum and Articles of Association of the Bidder;
- g. If applicable, scanned copy of the certificate from the Statutory Auditor/ Independent Auditor for Group Business Entity (format provided as Annex IV of Appendix I);
- h. Copies of Bidder’s or each Consortium Member’s duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year 2014-15.
- i. Scanned copy of the Jt. Bidding Agreement, in case of a Consortium in the format provided in **“Appendix V”**;
- j. Scanned copy of the Anti Collusion Certificate in the format provided in Annex VI of Appendix –I;
- k. Scanned copy of the Anti Blacklisting Affidavit in the format provided in Annex VII of Appendix –I; and
- l. A copy of the PPA with each page **initialed** by the person signing the Bid in pursuance of the Power of Attorney’s referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid.

Scanned copy of any other document which will be submitted in hard copy

- 2.11.3. The Financial Bid of the Bidder shall be submitted only through E-Procurement Website. Specimen of the Financial Bid is provided at **Appendix – VI**.

2.11.4. The Bank Guarantee shall be submitted prior to Due Date as set out in Clause 1.3. These documents shall be placed in an envelope and sealed and marked as **"Bid for Development of Solar Power Projects in the State of Karnataka"**.

2.11.5. The envelopes shall be addressed to:

ATTN. OF:	Managing Director
ADDRESS:	Karnataka Renewable Energy Development Ltd. No.39, "Shanthigruha" Bharath Scots & Guides Building, Palace Road. Bangalore-560 001

2.11.6. If the envelopes are not sealed and marked as instructed above, KREDL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.12. Bid Due Date and Due Date

2.12.1. Bids through electronic mode in E-Procurement Website should be submitted up to the Bid Due Date in the manner and form as detailed in this RFP. The online transaction shall be made towards cost of the RFP document and the processing fee and the original Bank Guarantee towards Bid Security should be submitted up to the due date ("**Due Date**") and not earlier than the Bid Due Date, as per the Schedule of Bidding Process provided in Clause 1.3, at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP and an acknowledgement / proof of delivery shall be obtained.

2.12.2. KREDL may, in its sole discretion, extend the Bid Due Date and/or Due Date for hard copy submission of the Original Bank Guarantee towards Bid Security by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.12.3. KREDL reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

2.13. Late Bids

Bids received by KREDL after the specified time on the Bid Due Date and/or Due Date for submission of online payment towards cost of RFP and Original Bank Guarantee towards Bid Security shall not be eligible for consideration and shall be summarily rejected.

2.14. Financial Bid

2.14.1. The Financial Bid submission shall be submitted only electronically on the e-procurement website and furnished in the format at **Appendix – VI**.

- 2.14.2. The Financial Bid shall consist of Effective Tariff to be quoted by the Bidder. The Effective Tariff shall be payable by the ESCOM to the Developer in accordance with this RFP and the provisions of the PPA.
- 2.14.3. The Project will be awarded to the Bidders on the basis of lowest Effective Tariff in ascending order in accordance with the procedure described in the Clause 3.4.
- 2.14.4. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15. Withdrawal of Bids

- 2.15.1. The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date. No Bid can be withdrawn by the Bidder after the Bid Due Date.
- 2.15.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date or Due Date, as the case may be, unless the same has been expressly sought for by KREDL, shall be disregarded.
- 2.15.3. No Bid may be withdrawn during the period after Bid Due Date or Due Date, as the case may be and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its Bid security, pursuant to Clause 2.20.5.

2.16. Rejection of Bids

- 2.16.1. KREDL reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for KREDL to accept any Bid or to give any reasons for their decision.
- 2.16.2. KREDL reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17. Validity of Bids

The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date (the "**Bid Validity Period**"). The Bid Validity Period may be extended by mutual consent of the respective Bidders and KREDL.

2.18. Confidentiality

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

right or privilege of the statutory entity and/ or KREDL.

2.19. Correspondence with the Bidder

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

D. BID SECURITY

2.20. Bid Security

2.20.1. The part of Bid Security to be submitted in the form of a bank guarantee referred in Clause 1.2.4 hereinabove shall be issued by a Nationalized Bank, or a Scheduled Bank⁴ in India, in favour of “Managing Director, Karnataka Renewable Energy Development Limited” in the format at Appendix IV (the “**Bank Guarantee**”) and having a validity period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2. Any Bid not accompanied by the Bid Security shall be rejected by KREDL as non responsive.

2.20.3. Save and except as provided in Clause 1.2.4, the Bid Security of unsuccessful Bidders will be returned by KREDL, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder and successful completion of the Bidding Process or when the Bidding process is cancelled by KREDL. With respect to Bid Security paid through e-payment, the refund shall be made through electronic transfer. The Bidders shall furnish the information regarding RTGS, Account number etc details as may be required by KREDL.

2.20.4. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the PPA and furnishing the Performance Security in accordance with the provisions thereof.

2.20.5. KREDL shall be entitled to forfeit and appropriate the Bid Security as genuine compensation / damages to KREDL in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that KREDL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6. The Bid Security shall be forfeited and appropriated by KREDL as genuine compensation and damages payable to KREDL for, inter alia, time, cost and effort of KREDL without prejudice to any other right or remedy that may be available to KREDL hereunder or otherwise, under the following conditions:

⁴ Excluding Co-operative Banks

- I. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- II. If a Bidder withdraws its Bid after opening of the Financial Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- III. In case the Bidder fails to acknowledge the Letter of Award and/or Allotment Letter, and fails to fulfil conditions of the Letter of Award and/or Allotment Letter.
- IV. In the case of Selected Bidder, if it fails within the specified time limit -
 - i) to sign the PPA and/or
 - ii) to furnish the Performance Security

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

- 3.1.1. KREDL shall open the Bids as per the Schedule of Bidding process specified in Clause 1.3, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- 3.1.2. KREDL will examine and evaluate the Bids in the manner set out in Clause 1.2.4 (B) and in accordance with the provisions set out in Section 2 of this RFP.
- 3.1.3. To facilitate evaluation of Bids, KREDL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4. Any information contained in the Bid shall not in any way be construed as binding on KREDL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5. KREDL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, KREDL shall determine whether each Bid is responsive to the requirements of RFP. A Bid shall be considered responsive only if:
 - a. it is received as per the format at Appendix-I to Appendix-VI along with Annex-I to Annex-IX under Appendix-I;
 - b. it is received by the Bid Due Date and/or the Due Date including any extension thereof pursuant to Clause 2.12;
 - c. it is submitted electronically on the E-Procurement Website in the manner stipulated in Clause 2.11.2;
 - d. it is signed and submitted as stipulated in Clause 2.10;
 - e. copy of Certificate of Incorporation and a Copy of Memorandum and Articles of Association of the Bidder;
 - f. Copies of Bidder's or each Consortium Member's duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year 2013-14;
 - g. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - h. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, non material non – conformities, the information can be reviewed and evaluated by KREDL without communication with the Bidder). KREDL reserves the right to determine whether the information has been provided in reasonable detail;
 - i. A copy of the PPA with each page initialled by the Authorized Signatory of the Bid in pursuance of the Power of Attorney's referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made

after accepting the Bid;

- j. it does not contain any condition or qualification; and
- k. it is not non-responsive in terms hereof.

3.2.2. KREDL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by KREDL in respect of such Bid.

3.3. Evaluation of Eligibility Criteria

3.3.1. Only those Bidders whose Bids are responsive in accordance with provisions of Clause 3.2.1 above shall be considered for evaluation under this Section 3.

3.3.2. The Bidders' competence and capacity is proposed to be established by following parameters:

- (a) **Technical Capacity; and**
- (b) **Financial Capacity.**

(a) Technical Capacity

The Bidder shall provide following technology for Solar PV ground mount Project, as the case may be, which is approved as per the Ministry of New and Renewable Energy, Government of India (MNRE) or any other technology approved by MNRE prior to Bid Due Date.

In case of Solar PV Project

- | | |
|---|-----------|
| a. Crystalline Silicon Solar Cell Modules | IEC 61215 |
| b. Thin Film Modules | IEC 61646 |
| c. Concentrator PV modules | IEC 62108 |

- i) The Technical Experience shall be different for the Project(s) covered under Schedule 3 (A) and Schedule 3 (B) as mentioned below:

a. For Taluks covered under Schedule 3 (A):

- i. The Bidder shall deploy commercially established technology wherein there is at least one (1) project successfully operational of the proposed technology, for at least one (1) year, anywhere in the world ("**Technical Capacity**"). The Bidder is required to undertake to furnish evidence of meeting the Technical Capacity. The Bidders must provide an undertaking for fulfilment of Technical Capacity in the format provided in Annex-II of Appendix – I.

In case the technology proposed is not as per the approved list of technologies by MNRE, a Certificate from Electronics Test and Development Centre (ETDC) Bengaluru shall be allowed which shall certify the following:

- Technology

- Energy Produced per hour/square feet
 - Period for which it is operational
 - Proof of existing Project
- ii. It is pertinent to mention that the above clause 3.3.2 (a) (i) shall not be applicable to the new Bidders having no past experience of developing or commissioning solar PV projects. It shall be noted that such Bidders can submit their Bids up to an aggregate capacity of 20 MW.
- iii. The Bidder proposing aggregate capacity of more than 20 MW should have developed and commissioned the projects in the World as a Developer of not less than 20% of the {Cumulative capacity proposed - (minus) initial 20 MW} (“**Technical Experience**”).
- b. **For Taluks covered under Schedule 3 (B):** The Bidders can participate in this Taluks only if they are into manufacturing of solar modules in Karnataka since last two (2) financial years viz. FY 2013-14 and FY 2012-13, and the aggregate capacity for such bidding shall be limited to the aggregate capacity of the modules manufactured in any of the one (1) financial year as mentioned above. In this regard, a certificate shall be submitted by the Bidder certified by appropriate authority for having manufactured such capacities. In such cases, it is mandatory for the Developers to use their own modules manufactured in their facility within Karnataka only for the Project(s).
- For Solar PV Projects to be selected through this category, it will be mandatory for all the Projects to meet Domestic Content Requirement as mentioned below: -
1. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules from P-type (or N-type) wafers till final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in Karnataka. The requisite P-type (or N-type) wafers and other raw materials can be imported.
 2. In case of Thin-film technologies, the entire Modules assembly comprising of Thinfilm Solar Cells shall be manufactured in Karnataka. The starting substrate (without any semiconductor junction) and other requisite raw materials can be imported.

In this regard, the Bidders shall submit the necessary information relating to Technical Experience as per format at Annex -IIA of Appendix – I along with Certificate for Technical Experience provided at Annex - IIB of Appendix – I issued by Statutory Auditor.

For the avoidance of doubt, the Bidder claiming technical experience should have held, in the Project, a minimum of twenty six percent (26%) equity up to one (1) year after COD for which Technical Experience is being claimed.

For the purpose of ascertaining qualification, Technical Experience of the Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can also be submitted.

(b) Financial Capacity (For Schedule 3 (A) and 3 (B)):

The Bidder shall have a minimum net worth equivalent of INR 2 crore (Rupees Two crore) or equivalent US\$ per MW in proportion to the cumulative capacity proposed (the “**Financial Capacity**”) as on March 31, 2015.

The net worth shall be calculated using the following formula only based on the audited annual accounts.

Net Worth

= Paid up Equity share capital

Add: Free Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

Note:

a) Paid-up share capital will include:

1. Paid-up equity share capital and
2. Fully, compulsorily and mandatorily convertible Preference Shares and
3. Fully, compulsorily and mandatorily convertible Debentures.

b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents. However, this condition will not apply in case of listed companies

(Illustration :If the proposed cumulative capacity is 50 MW i.e., project 1 for 10 MW, project 2 for 20 MW and project 3 for 20 MW, the net worth shall be not less than INR 100 Cr (Rupees hundred crore) or equivalent US\$ as on March 31, 2015)

The Bidder shall also submit a certificate citing the calculation of net worth as provided in Annex-III A along with the audited annual accounts for the financial year 2014-15.

In case of a Consortium, for the computation of Financial Capacity, the net worth of all the members of the Consortium would be aggregated. In computing the net worth of the Single Business Entity/ Consortium Members, the net worth of their respective Group Business Entities would also be eligible hereunder.

In case a Bidder is found not having the minimum Financial Capacity for the Project(s) for which the Bid(s) have been submitted, KREDL shall have the right to reject such Bid(s).

For the purpose of ascertaining qualification, Technical Experience/Financial Capacity of group business entity (“**Group Business Entities**”) can also be submitted by the Bidder in addition to its own Financial Capacity. The Financial Capacity would be summation of the Financial Capacity of the Bidder and the Group Business Entities. For the purpose of this RFP, a Group Business Entity shall mean;

- (a) A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or
- (b) A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.

The Group Business Entity shall be a Company incorporated under the Companies Act 1956/2013 or under an equivalent law abroad, if it is a foreign company.

The details of Group Business Entities must also be provided as per Annex-I of the RFP.

3.4. Selection of Bidder

- 3.4.1. The Financial Bid of the Bidders adjudged as responsive in terms of Clause 3.2.1, and who meet the Eligibility Criteria shall be opened.
- 3.4.2. All the Financial Bids received for the Projects would be opened in no specific order and the Effective Tariff to be paid by ESCOMS under each of the Bids would be determined. The Bidders offering the lowest Effective Tariff payable by ESCOMS will be selected first and so on till the aggregate capacity of 20 MW per Taluk is reached (the “**Selected Bidders**”). Where the Effective Tariff offered by two or more Bidders are same, then the Bidder proposing higher capacity would be given priority in the selection. In the event where two or more Bidders have same Effective Tariff and have offered the same capacity, KREDL shall by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend, select the priority of Bidder for selection.
- 3.4.3. In case the capacity of the last Project selected is higher than the capacity required for meeting the aggregate capacity of 20 MW per Taluk for the Project, then the capacity to be awarded to the Bidder of the last Project shall be the residual capacity, subjected to the final decision of KREDL.

Illustration: If the aggregate capacity of the Project selected (one Taluk) reaches 18 MW, then the residual capacity is 2 MW. If the proposed capacity of the Project offering the next lowest Effective Tariff is 10 MW, such Bidder will be awarded 2 MW for development of Project at the same Discount in Tariff offered in its Bid.

Where the residual capacity offered to the Bidder quoting the Effective Tariff for the last Project is lesser than the capacity offered by it, then such Bidder may refuse to undertake the residual capacity without forfeiting its Bid Security. In such event, KREDL may offer the residual capacity to the Bidder which has offered the lowest Effective Tariff of all the Bidders and so on till any Bidder in order of lowest Effective Tariff is willing to take up the residual capacity.

In the process of offering the residual capacity, if two or more Bidders have the same Effective Tariff, then the Bidder proposing higher capacity would be given priority in accepting the residual capacity. In the event where two or more Bidders have same Effective Tariff and have offered same capacity, KREDL shall offer the residual capacity by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend.

- 3.4.4. In the event that the Selected Bidder(s) withdraws or is not selected for any reason in the first instance, KREDL may shortlist the remaining Bidders in the order of lowest Effective Tariff, in order to meet the total aggregate capacity of 1,200 MW.
- 3.4.5. In the event that the remaining Bidders want to withdraw from the process, KREDL may, in its discretion annul the Bidding Process.
- 3.4.6. After selection, a Letter of Award (the “**LOA**”), shall be issued, by KREDL to the Selected Bidders and the Selected Bidders shall acknowledge receipt of LOA within seven (7) calendar days of receipt of LOA. In the event of non-acknowledgement of the LOA by the Selected Bidders within the stipulated date, KREDL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as genuine loss and damage suffered by KREDL on account of failure of the Selected Bidder to acknowledge the LOA. KREDL may indicate the name of ESCOM with which the Selected Bidder is required to enter into a PPA. Where, this information about the ESCOM is not provided in LOA, KREDL shall issue an allotment letter (the “**Allotment Letter**”), informing the name of ESCOM with which the Selected Bidder is required to enter into a PPA. The procedure for acknowledgement of LOA and the consequence of failure thereof shall *mutatis mutandis* applicable for Allotment Letter.
- 3.4.7. After acknowledgement of the LOA and Allotment Letter, the Selected Bidder shall execute the PPA within 30 (thirty) days of such acknowledgement and within the aforementioned period, shall furnish to KREDL details about the SPV incorporated for the purpose of signing the PPA which shall be further vetted by KERC. The Selected Bidder shall not be entitled to seek any deviation in the PPA.
- 3.4.8. Failure of the Selected Bidder to comply with the requirements of Clause 3.4.6 shall constitute sufficient grounds for the annulment of the LOA and/or the Allotment Letter, as the case may be, and forfeiture of the Bid Security. In such an event, KREDL reserves the right to take any such measure as may be deemed fit in the sole discretion of KREDL.

The facilitation fee submitted by the remaining Bidders shall be returned along with the Bid Security on successful completion of the Bidding Process or when the Bidding Process is cancelled by KREDL.

3.5. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration from the time immediately after they are opened until such time KREDL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, KREDL and/or their employees/ representatives on matters related to the Bids under consideration.

3.6. Financial Close

The Selected Bidder within 365 (three Hundred and Sixtyfive) days from the date of signing of the PPA shall

- i. Achieve Financial Closure
- ii. Furnish documentary evidence that the requisite technical criteria has been fulfilled as per the format provided in Schedule-1 in case of Solar PV Projects. and
- iii. Documentary evidence for the required land for project development as per the details set out in Appendix – I Annex- II.

3.7. Sharing of Clean Development Mechanism (CDM) Benefits

The Project shall be compatible to CDM claims and all such CDM claims shall be reported to KREDL periodically. The proceeds of carbon credit from approved CDM project shall be shared between Developer and concerned ESCOM in the following manner:

- a. 100% of the gross proceeds on account of CDM benefit to be retained by the Developer in the year after the date of commercial operation of the generating station
- b. In the second year, the share of the concerned ESCOM shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the Developer and concerned ESCOM.

3.8. Commission of Project

The commercial operation date (“**Commercial Operations Date**”/“**COD**”) for the Project shall be achieved by the Developer within 18 (eighteen) months from the date of signing of the Power Purchase Agreement.

Failure to achieve the said milestone, the following provision would apply.

ESCOM shall encash and invoke the Performance Security in the following manner: -

Delay up to one month	20% of the total Performance Security
Delay of more than one month and up to two months	40% of the total Performance Security in addition to the 20%deducted above
Delay of more than two months and up to three months	40% of the Performance Security in addition to the 20%+40% deducted above

In case the achievement of COD is delayed beyond three (3) calendar months; the Developer shall pay to ESCOM the Liquidated Damages (LD) for a sum calculated at the rate of INR 50,000 (Rupees Fifty Thousand Only)/ MW per day of delay and the same shall be payable on a weekly basis. The maximum time period allowed for achieving COD with encashment of Performance Security and payment of Liquidated Damages shall be limited to twenty two (22) months from the date of signing of PPA. In case of delay beyond twenty two (22) months from the date of signing PPA would amount to termination of PPA.

3.9. Performance Security

- 3.9.1. Performance Security shall be submitted by the Selected Bidder in favour of the concerned ESCOM in the form of Bank Guarantee. The Performance Security shall be valid for a period of 12 (twelve) months from Scheduled Commissioning Date. The Performance Security shall be calculated at INR10, 00,000/- (Rupees Ten Lakhs only) per MW.
- 3.9.2. At the time of signing of PPA, the Bidder shall submit three (3) Bank Guarantees towards the Performance Security and the same shall be submitted in the ratio of 20%, 40% and 40%.

Illustration

If total Performance Security value is INR 2,00,00,000/- (Rupees Two Crores), then three (3) Bank Guarantees of value INR 40,00,000/- , INR 80,00,000/- and INR 80,00,000/- shall be submitted). The Bank Guarantees shall be procured by the Bidder from a single bank.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the PPA. Notwithstanding anything to the contrary contained herein, or in the LOA or the PPA, KREDL shall reject a Bid or withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, KREDL shall forfeit and appropriate the Bid Security as genuine compensation and damages payable to KREDL towards, inter alia, time, cost and effort of KREDL, without prejudice to any other right or remedy that may be available to KREDL hereunder or otherwise.
- 4.2 Without prejudice to the right of KREDL under Clause 4.1 hereinabove and the right and remedies which KREDL may have under the LOA, if a Bidder is found by KREDL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the PPA, such Bidder or Developer shall not be eligible to participate in any tender or RFP issued by KREDL for a period of two (2) years from the date such Bidder or Developer, as the case may be, is found by KREDL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Article 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of KREDL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the PPA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of KREDL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the Project or the LOA or PPA, who at any time has been or is a legal, financial or technical adviser of KREDL in relation to any matter concerning the Project;
 - b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 - c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the

Bidding Process;

- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by KREDL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

- 5.1 A pre-bid conference of the Bidders shall be convened at the designated date, time and place as mentioned in Clause 1.3. Maximum of two representatives of each Bidder shall be allowed to participate.
- 5.2 During the course of the pre-bid conference, the Bidders will be free to seek clarifications for consideration of KREDL. KREDL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 KREDL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to KREDL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases KREDL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any right and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX – I
Letter of Bid
(On the Letterhead of the Bidder)

Dated:

Managing Director
Karnataka Renewable Energy Development Limited

Sub: Bid for Development of Solar Power Projects in the State of Karnataka

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2 I/We intend to participate in the bidding process as single entity/group business entity.
- 3 Following are our Group Business Entity (ies) participating in the Bidding Process:

Sl. No	Name of the Group Business Entity	Capacity for which the Group Business Entity(ies) is Bidding
1.		
2.		
...		

- 4 I/ We propose to develop the following projects:

Sl. No	Proposed Taluk	Proposed Location (Tehsil, District)	Proposed Technology (Solar PV)	Proposed Capacity (in MWs)
1.				
2.				
3.				
Total Capacity				

- 5 All information provided in the Bid and in the Appendices is true and correct.
- 6 This statement is made for the express purpose of qualifying as a Bidder for the design, finance, construction and operation & maintenance of the aforesaid Project.
- 7 I/ We shall make available to KREDL any additional information it may find necessary or require to supplement or authenticate the Bid.
- 8 I/ We acknowledge the right of KREDL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the

same on any account whatsoever.

- 9 We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 10 I/ We declare that:
- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by KREDL.
 - b. I/ We do not have any Conflict of Interest in accordance with Clauses 2.1.13 of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with KREDL or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - e. I/ We hereby declare that in case any of our Group Business Entity (ies) not mentioned herein above participates in the Bidding Process, our Bid and the Bid of our Group Business Entity (ies) will be rejected and the Bid Security shall be forfeited.
 - f. The undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on date of making the Bid and are also true and correct as on the Bid Due Date and Due Date and I/We shall continue to abide them.
- 11 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6 of the RFP document.
- 12 I/ We believe that we/ our Consortium satisfy(ies) the Financial Capacity and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document
- 13 I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- 14 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority

which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

- 15 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Group Business Entity's.
- 16 The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid [and the power of attorney for Lead Member of consortium (strike out if not applicable),] as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
- 17 I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 18 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Group Business Entities or against our CEO or any of our Directors/ Managers/ employees.
- 19 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate KREDL of the same immediately.
- 20 In an event the SPV is incorporated by a Consortium;

We acknowledge that all the members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the first anniversary of the commercial operation date of the Project. Lead Member shall hold 26% shareholding of the SPV until first anniversary of the Commercial Operations Date. (Strike out if not applicable)

or, in an event the SPV is incorporated by a Single Business Entity;

I acknowledge that the Selected Bidder shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the first anniversary of the Commercial Operations Date. (Strike out if not applicable).

- 21 We understand that in case Bidder/any of the members of the Consortium is a company as per Clause 2.1.20, the continued eligibility shall be subject to approval of KREDL from national security and public interest perspective. The decision of KREDL in this behalf shall be final and conclusive and binding on the Bidder.
- 22 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by KREDL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

- 23 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a PPA in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 24 I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the PPA, we shall have no claim, right or title arising out of any documents or information provided to us by KREDL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Rights.
- 25 The Effective Tariff after discount in Generic Tariff has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft PPA, our own estimates of costs and revenues and all the conditions that may affect the Bid.
- 26 I/We offer a Bid Security of INR _____ (Rupees _____) (calculated at INR 10,00,000 /- (Rupees Ten Lakhs only) per MW of the proposed capacity) to KREDL in accordance with the RFP Document.
- 27 I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
- 28 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
- 29 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: _____ Yours faithfully,
(Signature of the Authorised signatory)

Place: _____ (Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

ANNEX-I
Details of Bidder
(On the Letterhead of the Bidder)

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/ communication for KREDL:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
5. In case of a Consortium:
(a) The information above (1-4) should be provided for all the Members of the Consortium.
(b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.16 (i) should be attached to the Bid.
(c) Information regarding role of each Member should be provided as per table below and the same shall be in accordance with the requirements set out in Clause 2.1.16 of this RFP:

Sl. No.	Name of Member	Status (mention lead or other member)	Percentage of equity in the SPV
1.			
2.			
3.			

* The status of each Member, as may be determined by the Bidder, should be indicated.

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

ANNEX-II
Undertaking for Technical Capacity
(On the Letterhead of the Bidder/Lead Member)
(Refer to Clauses 3.3.2 of the RFP)

To,

Managing Director
Karnataka Renewable Energy Development Limited

Dear Sir,

Sub: Bid for Development of Solar Power Projects in the State of Karnataka

I/We hereby undertake to certify that the following details shall be furnished within 365 days of signing of PPA for each Project: -

1. That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for at least one year.
2. In case I/We decide to implement a technology different from what we have proposed in our Bid and the said technology is not listed in Clause 3.3.2 of the RFP and not as approved by MNRE as on the Bid Due Date, I/we shall submit any of the following documentary proof for the same indicating that the technology proposed is commercially established and at least one project based on this technology is successfully operational for at least one year:
 - a. Certificate from the manufacturer
 - b. Certificate from ESCOM/ or the company consuming the Power
3. Details of the project with location and the successful operational period of the project utilizing this technology.
4. Evidence of clear possession of the required land for the project along with following documentary evidence: -
 - Ownership or lease hold rights (for at least 30 years) in the name of the Developer and possession of 100% of the area of land required for the project.
 - Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Developer.
 - Sworn affidavit from the authorized person of the Developer listing the details of the land and certifying total land required for the project under clear possession of the Developer
 - A certified English translation from an approved translator in case above land documents are in other than English and Kannada Languages.
 - name of the district, taluk, village, total area, location and survey numbers of the land

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Security.

(Signature & Name of the Authorised Signatory)

ANNEX-II A
Technical Experience of the Bidder
(Refer to Clauses 1.1.2 and 3.3.2 of the RFP)

Item	Member Code Particulars of the Project
Title & nature of the project	
Entity for which the project was developed	
Location	
Project cost (INR Crore)	
Date of commencement of project	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the of an for demonstrating Eligibility Criteria from Group Business Entity (Yes/No)	
Total Units generated from the Project	

Instructions:

1. Bidder shall submit Technical Capacity as per Clause 3.3.2.
2. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by a Group Business Entity specified in Clause 3.3.2.
3. A separate sheet should be filled for each project.
4. Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation are suggested viz., LM for Lead Member and OM for Other Member.

ANNEX-II B

Format for Certificate from Statutory Auditor for Technical Experience
(On the Letterhead of the Statutory Auditor)

Certificate from the Statutory Auditor regarding development experience

Date:

TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Group Business Entity) is/ was an equity shareholder in (title of the project company) and holds/ held INR cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital as on the date of commissioning) of the project company from (date) to (date). The project was commissioned on (date of commissioning of the project). The Project _____(name of the Project) has generated _____(units of power) and the _____ (name of the Bidder/Group Business Entity) has operated the plant for _____ years.

We further certify that the total estimated capital cost of the project is INR crores.

This certificate is being issued to be produced before Karnataka Renewable Energy Development Limited, for the "Development of Solar Power Projects in the State of Karnataka".

Signature and Seal of the
Statutory Auditor clearly indicating his/her
Membership number

ANNEX - III
Financial Capacity of the Bidder
(On the Letterhead of the Bidder/Lead Member)
(Refer to Clauses 3.3.2 of the RFP)

Bidder type	Member Code	Net Worth (INR Crores/US \$)
Single Business Entity Bidder		
Lead Member		
Other Member		
TOTAL		

Name & address of Bidder's Bankers:

1. A Bidder consisting of a Single Business Entity should fill in details as per the row titled Single Business Entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Business Entity Bidder may be ignored.
2. The Bidder should provide the Financial Capacity based on its own or the Group Business Entity's financial statements. For the purpose of Financial Capacity the Bidder may, in addition to its own net worth, provide net worth of any other Group Business entity. The Financial Capacity would be summation of the net worth of the Bidder and the net worth of the Group Business Entity. In case the Bidder claims the net worth of Group Business Entity, it shall submit a certificate from the Statutory Auditor/ Independent Auditor for claiming financial capability of Group Business Entity in the format set out as Annex- IV.
3. Member Code shall indicate NA for Not Applicable in case of a Single Business Entity. For other Members, the following abbreviations are suggested viz. LM means Lead Member, OM means Other Member.
4. For conversion of US Dollars to Rupees, the rate of conversion shall be exchange rate as on the Bid Due Date as issued by Reserve Bank of India. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports as on March 31, 2014. The financial statements shall:
 - (a) reflect the financial situation of the Bidder and its Group Business Entity where the Bidder is relying on its Group Business Entity's financials;

- (b) be audited by a Statutory Auditor/ Independent Auditor;
- (c) be complete, including all notes to the financial statements; and
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- (e) In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/ Independent Auditor shall certify the same.

2. Net Worth shall mean

Net Worth

= Paid up Equity share capital

Add: Free Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

Note:

a) Paid-up share capital will include:

- 1. Paid-up equity share capital and
- 2. Fully, compulsorily and mandatorily convertible Preference Shares and
- 3. Fully, compulsorily and mandatorily convertible Debentures.

b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents. However, this condition will not apply in case of listed companies

3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.16 (i) of the RFP document.

4. The Bidder shall also provide the name and address of the Bankers to the Bidder.

The Bidder shall provide a Statutory Auditor's Independent Auditor's certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth

ANNEX – III A
Format for Certificate from Statutory Auditor/ Independent Auditor for Financial Capacity of the Bidder

(On the Letterhead of the Statutory Auditor/Independent Auditor)

Date:

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/Consortium Member/Group Business Entity], and certify that the net worth is INR _____ Crores (Rupees _____ Crores) as on March, 31, 2014.

Net Worth

= Paid up Equity share capital

Add: Free Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

Note:

a) Paid-up share capital will include:

1. Paid-up equity share capital and
2. Fully, compulsorily and mandatorily convertible Preference Shares and
3. Fully, compulsorily and mandatorily convertible Debentures.

b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents. However, this condition will not apply in case of listed companies

This certificate is being issued to be produced before Karnataka Renewable Energy Development Company, for the “**Development of Solar Power Projects in the State of Karnataka**”.

Signature and Seal
and registration number
of Statutory Auditor/ Independent
Auditor

ANNEX IV
Format for Certificate from Statutory Auditor/ Independent Auditor for Group Business Entity
(On the Letterhead of the Statutory Auditor)

Date

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ -
(Name of Bidder) and M/s _____ and certify that M/s _____
_____ is a Group Business Entity as defined in the RFP Document issued by
KREDL for Solar Projects in the State of Karnataka.

The details of the shareholding are as follows:

- 1.
- 2.

This certificate is being issued to be produced before KREDL, Government of Karnataka.

Signature and Seal of the Statutory Auditor/
Independent Auditor clearly indicating
his/her membership number

ANNEX - V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Managing Director

Karnataka Renewable Energy Development Ltd. (KREDL)

Dear Sir,

I/We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation)

For and behalf of _____ (name of the company)

*Please strike out whichever is not applicable.

ANNEX - VI
Anti-Collusion Certificate
(On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid for the **Development of Solar Power Projects in the State of Karnataka**, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of, (month/year)

.....
(Name of the Bidder)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

Note:

1. On the Letterhead of the Bidder
 To be executed by all members in case of a Consortium

ANNEX VII

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted
(On a Stamp Paper of appropriate value)**

Anti-Blacklisting Affidavit

I, M/s. (Single Business Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Karnataka Renewable Energy Development Ltd. (KREDL) / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the _____(Bid Due Date).

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 20....

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person

To be executed separately by all the Members in case of Consortium

ANNEX –VIII
Declaration of Shareholding Pattern of the Bidder

I/We hereby Declare information of all the entities holding 15% or more shareholding in the Bidder, directly/indirectly. The information includes any compulsorily convertible Preference Shares and/or Debentures, a declaration of the likely shareholding after conversion of such instruments. The information provided herein clearly indicates the foreign shareholding and domestic shareholding in the Bidder (Differentiate between Foreign Shareholding and Domestic Shareholding):

(Information on shareholding)

Sl. No	Name of the Shareholder	Percentage of Shareholding
1.		
2.		
...		

Yours faithfully,
(Signature of the Authorised signatory)

ANNEX-IX
Information to be Furnished by the Bidder in Ms Excel Format

Information and details to be furnished from the bidder is set out in MS Excel Format titled Annex – IX and the same may be downloaded from the website. The details to be provided include the following:

1. Checklist
2. Detail of Bidders including its Group Business Entity(ies) whose Financial Capacity is claimed by the Bidder
3. Technical and Financial Capacity

APPENDIX – II

Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **Development of Solar Power Projects in the State of Karnataka**, proposed by the Karnataka Renewable Energy Development Limited (the “KREDL”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to KREDL, representing us in all matters before KREDL, signing and execution of all contracts including the draft PPA and undertakings consequent to acceptance of our Bid, and generally dealing with KREDL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the PPA with the ESCOM.

The Project(s) proposed by us are:

Sl.No	Proposed Taluk	Details of Proposed Location (Tehsil, District)	Proposed Technology	Proposed Capacity
1.				
2.				
3.				
4.				
5.				
6.				

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

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

For _____
(Signature)
(Name, Title and Address)

Witnesses:

1
2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX – III

Power of Attorney for Lead Member of Consortium (To be executed on Stamp paper of appropriate value)

Whereas the Karnataka Renewable Energy Development Ltd. (“KREDL”) has invited Bids from qualified parties for the “**Development of Solar Power Projects in the State of Karnataka**” (“the Project”).

Whereas, _____, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with KREDL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the PPA is entered into with KREDL.

The Project(s) proposed by us are:

Sl.No	Proposed Taluk	Details of Proposed Location (Tehsil, District)	Proposed Technology	Proposed Capacity
1.				
2.				
3.				
4.				
5.				
6.				

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX – IV
Bank Guarantee for Bid Security
(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

- 1 In consideration of you, _____, having its office at _____, (hereinafter referred to as “KREDL”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956 or equivalent law abroad] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, “**Development of Solar Power Projects in the State of Karnataka**” (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.20 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to KREDL an amount of INR _____ (Rupees _____) (calculated at INR 10,00,000/- (Rupees Ten Lakhs only) per MW of the proposed capacity less the amount of Bid Security paid through E-payment) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by KREDL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee to KREDL within one (1) working day of receipt of a written demand thereof from KREDL without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of KREDL is disputed by the Bidder or not merely on the first demand from KREDL stating that the amount claimed is due to KREDL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR _____ (Rupees _____).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (One Hundred and Eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between KREDL and the Bidder, and agreed to by the Bank, and

shall continue to be enforceable till all amounts under this Guarantee have been paid.

- 5 We, the Bank, further agree that KREDL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of KREDL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between KREDL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other KREDL.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, KREDL shall be entitled to treat the Bank as the principal debtor. KREDL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to KREDL, and the Bank shall not be released from its liability under these presents by any exercise by KREDL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of KREDL or any indulgence by KREDL to the said Bidder or by any change in the constitution of KREDL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
- 10 It shall not be necessary for KREDL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which KREDL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of KREDL in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank
By the hand of Mr./Ms _____, its _____ and authorized official.
(Signature of the Authorized Signatory) (Official Seal)

APPENDIX V

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

(Refer Clause 2.1.16(i))

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... } having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... } having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {.....} having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}*

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as "KREDL" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its Request for Proposal dated(the "RFP") for selection of bidders for "**Development of Solar Power Projects in the State of Karnataka**" (the "Project") through public private partnership.
- B. The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project.

The Project(s) proposed by us are:

* The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

Sl.No	Proposed Taluk	Details of Proposed Location (Tehsil, District)	Proposed Technology	Proposed Capacity
1.				
2.				
3.				
4.				
5.				
6.				

- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 1956 for entering into a PPA with KREDL and for performing all its obligations as the Developer in terms of the PPA for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Financial Close is met under the PPA when all the obligations of the SPV shall become effective;

- b) {Party of the Second Part shall be _____ and}
- c) {Party of the Third Part shall be _____ }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party :}

The Parties undertake that the members in the consortium shall hold equity as follows:

- 7.** The Members of the Consortium shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until first anniversary of the commercial operations date of the Project. Lead Member shall have 26% shareholding of the SPV until first anniversary of the commercial operations date of the Project.

8. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;

- iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Group Business Entities is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the PPA, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by KREDL to the Bidder, as the case may be.

10. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of KREDL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. _____ 2. _____

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX – VI
Format of Financial Bid

Date:

Managing Director
Karnataka Renewable Energy Development Ltd.
No.39, "Shanthigruha" Bharath Scots & Guides Building,
Palace Road.
Bangalore-560 001

Re: Development of Solar Power Projects in the State of Karnataka

Sir,

We hereby submit our Financial Bid and offer a Effective Tariff in accordance with the Bidding Documents and draft PPA as per the table given below:

S.I No.	Proposed Taluk Taluk	Proposed Technology	Capacity in MW	Effective Tariff in Rupees ⁵ per KWh(Unit)	
				(in figures)	(in words)
1					
2					
3					
4					
5					
6					

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....
(Name of the Bidder⁶)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

⁵ Rupees may be quoted up to two decimal points

⁶ In case of Consortium, names of all members of Consortium

Schedule 1

Technical Qualification requirement in case of Solar PV Project

The following are some of the technical measures required to ensure quality of the PV modules used in grid connected solar power projects.

1. PV Module Qualification

1.1 The PV modules used in the grid connected 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

1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Authorized Test Centers

The PV modules must be tested and approved by one of the IEC authorized test centres. In addition a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore or Solar Energy Centre, MNRE, New Delhi will also be valid.

3. Warranty

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

4. Identification and Traceability

Each PV module used in any Solar PV Project must use a RF identification tag (RFID). 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
- (vi) Wattage, I_m , V_m 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

All grid connected Solar PV 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 KREDL and/ or through a report on regular basis for the entire duration of PPA.

Schedule 2

Solar Tariff Order issued by KERC

http://www.karnataka.gov.in/kerc/Downloads/COURT-ORDERS-2015/Determination_of_tariff_for_Grid_Interactive_Megawatt_scale_Solar_Power_Plants.pdf

Schedule 3 (A)

The list of 55 Talukas is given below:

Sl. No.	Name of the Talukas	Sl. No.	Name of the Talukas	Sl. No.	Name of the Talukas
1	Alland	20	Holalkere	39	Nagamangala
2	Bangarpet+KGF	21	Holenarasipura	40	Naragund
3	Basavanabagevadi	22	Honnali	41	Periyapattana
4	Bhalki	23	Hosadurga	42	Ramadurg
5	Byadagi	24	Humnabad	43	Ramanagara
6	Chamrajanagara	25	Hunagund	44	Ron
7	Channapatanna	26	Indi	45	Raibagh
8	Chikkabalapura	27	Jevargi	46	Shahpur
9	Chikkodi	28	KR Pet	47	Shiggaon
10	Chikkanayakanahalli	29	Kollegala+ Hanur	48	Shorapur
11	Chincholli	30	Kannakapura	49	Sindagi
12	Chittapura	31	Koratagere	50	Siraguppa
13	Devadurga	32	Madhugiri	51	Shirahatti
14	Doddaballapura	33	Magadi	52	T Narasipura
15	Gangavati	34	Malluru	53	Tipatturu
16	Gowribidanuru	35	Mayakonda	54	Turuvekere
17	Gubbi	36	Muddebihal	55	Yadgir
18	Gudlupet	37	Mulbagal		
19	Harapanahalli	38	Bijapura+Nagatana		

Schedule 3 (B)

The list of 5 Talukas reserved for module manufacturers in Karnataka only is given below:

Sl. No	Name of the Talukas
1	Bagepalli
2	Bidar Rural
3	Kanakagiri
4	Kunigal
5	Srinivasapura