

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED
(Corporate Identity Number (CIN): U75112KA1996SGC020020)



Tender Inviting Authority	:	KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL)
Procurement Entity	:	KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL)
Address	:	Assistant General Manager Solar Grid section KREDL, Head Office Bangalore #6/13/1, 10th Block, 2nd Stage Nagarabhavi, Bangalore-560072
Telephone No's	:	9980940988 / 9480691057 [between 10:00 hrs to 17:30 hrs on working days]
Email ID	:	agm.sgkredl@gmail.com .

**TENDER FOR SELECTION OF DEVELOPER THROUGH TARIFF BASED
COMPETITIVE BIDDING PROCESS FOR ESTABLISHING GROUND MOUNTED GRID
CONNECTED 100MW(AC) SOLAR PV PROJECT ALONG WITH 50MW/130MWh
BATTERY ENERGY STORAGE SYSTEM IN AN IDENTIFIED LAND PARCEL ALONG
WITH ACCESSORIES AND INTERCONNECTION AT 220KV LEVEL OF 400/220KV
FIROZABAD, KPTCL SUBSTATION IN KALABURGI DISTRICT.**

Tender Reference /Bid Enquiry No. and Date	:	KREDL/SG/Kalaburgi/100MW/2024-25 dated 15-07-2024
Availability of Tender Documents In e-procurement Portal	:	15 th July 2024: 12:00 hrs
Estimated value of the work (Amount Put To Tender-AMPT)	:	Rs. 563 Crores
EMD/Bid security	:	Rs. 5.63 crores
Electronic Tendering System Fee incl. GST	:	Rs.25,000/- + GST @ 18%
Bid Deposit Conditionally Refundable Fee incl. GST	:	Not Applicable
Validity of Tender	:	180 Days from the Date of Opening of Bids
Completion Period	:	Eighteen (18) Months from the Effective Date as per PPA including monsoon period
Pre –Tender Meeting	:	26 th July 2024 at 11:30 hrs Venue: KREDL, Head Office Bangalore #6/13/1, 10th Block, 2nd Stage Nagarabhavi, Bangalore-560072
Last date and Time for seeking clarifications	:	25 th July 2024 upto 17:30hrs
Last Date and Time for submission of Tenders	:	16 th August 2024 upto 17:00hrs
Last Date and Time for submission of Pass Phrase in Electronic Key Box(EKB) on Bharat Electronic Portal (ETS), original Power of Attorney, Original Bank Guarantee towards EMD and original DD towards tender processing fee	:	EKB will be active after Last date and Time for submission of Bids and Bidders are required to submit these details so as reach the employer before the Time and Date of opening of Techno Commercial Bids 17 th August 2024 : 17:00hrs

Time and Date of opening of Techno Commercial Bids	:	19 th August 2024 : 11:00 hrs
Online Opening of Techno Commercial Bids in Public Procurement Portal.	:	KREDL, Head Office Bangalore #6/13/1, 10th Block, 2nd Stage Nagarabhavi, Bangalore-560072.
Online Opening of Price (Financial) Bids in Public Procurement Portal	:	After Completion of Techno Commercial Evaluation
Address For Communication and for queries	:	Assistant General Manager (Solar Grid) KREDL, Head Office Bangalore #6/13/1, 10 th Block, 2 nd Stage Nagarabhavi, Bangalore-560072. Mob: 9980940988 / 9480691057 Email: agm.sgkredl@gmail.com
Acknowledgement of Letter of Award(LOA)	:	Within 7 days from date of issue of LOA
Signing of PPA with BESCOM and LSLA with KREDL	:	Within 30 days from the date of LOA and subject to submission of Performance Security to BESCOM and KREDL
Submission of Performance Security	:	On or before signing of PPA with BESCOM and LSLA with KREDL

CONTENTS

Volume I	Invitation For Tender (IFT)
Volume II	Draft Power Purchase Agreement (PPA)
Volume III	Draft Land Sub Lease Agreement

Table of Contents of

VOLUME I

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	
2	INSTRUCTIONS TO TENDERERS (ITT)	
3.	QUALIFICATION INFORMATION AND APPENDICES	
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	
5.	CONDITIONS OF CONTRACT (CC)	
6.	FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT	

VOLUME II DRAFT POWER PURCHASE AGREEMENT (PPA)

VOLUME III DRAFT LAND SUB LEASE AGREEMENT

SECTION 1: INVITATION FOR TENDERS (IFT)

1. The Karnataka Renewable Energy Development Limited (“KREDL”) invites tenders from eligible tenderers, for the construction of works detailed in the Table below. The tenderers may submit tenders for the works given in the Table. ***Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.***

The Tenderers are required to upload the tender in Two parts (1) Techno-commercial containing Earnest Money Deposit Electronic Tendering System (ETS) Fee and Bid Deposit conditionally Refundable Fee and the details of their capability to undertake the tender (as detailed in ITT Clause 2 and 3), which will be opened first and (2) Financial Bid containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works both on electronic mode. Manual bids will not be accepted.

The Tenderers are advised to note the minimum qualification criteria specified in Clause 2 and 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tenders are invited and to be submitted through e-procurement platform only. Tender documents may be downloaded from the E-Procurement Website: www.bharat-electronictender.com. Tender documents along with draft Power Purchase Agreement and Draft Land Sub Lease Agreement are also available in e-procurement platform. Tenderers need to pay ***Electronic Tendering System (ETS) Fee and Bid Deposit conditionally Refundable Fee*** and Earnest Money Deposit as mentioned in Tender Document. Tenders not accompanied with requisite ***Electronic Tendering System (ETS) Fee and Bid Deposit conditionally Refundable Fee*** and Bid security/EMD are liable for rejection.
3. Tenders must be accompanied by tender security/EMD and ***Electronic Tendering System (ETS) Fee and Bid Deposit conditionally Refundable Fee*** as specified for the work in the Table below. Tender security will have to be in any one of the forms as specified in the Tender document and shall have to be valid claim period of 45 days **beyond** the validity of the tender.
4. The tenderer shall submit their tenders in the electronic mode using their digital signatures in the correct slots in E-Procurement portal on or before the date and time as mentioned in the e-procurement platform and Techno-commercial bids will be opened on the date and time mentioned in the e-procurement platform in the presence of the Tenderers who wish to attend. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.
5. A Pre-tender meeting will be held on date and time mentioned in the e-procurement platform/ tender document at the office of KREDL to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of ‘Instructions to Tenderers’ of the tender document.

6. Other details can be seen in the tender documents.

TABLE

Package No.	Name of work	Amount Put To Tender	Tender Security/ Earnest Money Deposit	Bid Deposit conditionally Refundable Fee	Electronic Tendering System (ETS) Fee	Period of completion
1	2	3	4	5		6
Tender Enquiry No. KREDL/	Selection of developer through tariff based competitive bidding process for establishing ground mounted grid connected 100MW _{AC} Solar Photovoltaic Project along with 130MWh Battery Energy Storage System in an identified land parcel along with accessories and interconnection at 220kV level of 400/220kV Firozabad, KPTCL substation in Kalaburgi District	Rs. 563 crores	Rs.5.63crores	NA	Rs.25,000/-	18 Months including monsoon.

The interested eligible Bidders may obtain further information from the Office of the KREDL, Bangalore #6/13/1, 10th Block, 2nd Stage Nagarabhavi, Bangalore-560072

Tel: 9980940988 / 9480691057 [between 10:00 hrs to 17:30 hrs on working days]

E-mail: agm.sgkredl@gmail.com

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General	Page No.
1. Scope of Tender	10
2. Eligible Tenderers	16
3. Qualification of the Tenderer	19
4. One Tender per Tenderer	24
5. Cost of Tendering	24
6. Site Visit	24
 B. Tender Documents	
7. Content of Tender documents	25
8. Clarification of Tender Document	25
9. Amendment of Tender documents	25
 C. Preparation of Tenders	
10. Documents comprising the Tender	27
11. Financial Tender	29
12. Tender validity	30
13. Tender Security/Earnest money Deposit and Tender Application Fees	30
14. Format and signing of Tender	31
 D. Submission of Tenders	
15. Sealing and marking of Tenders	32
16. Deadline for submission of Tenders	32
17. Late Tenders	33
18. Modification and Withdrawal of Tenders	33
 E. Tender opening and evaluation	
19. Opening of First cover of all the Tenderers and evaluation to determine qualified Tenderers for opening of second cover	34
20. Opening of Item wise financial bid of qualified Tenders and evaluation	35
21. Process to be confidential	35
22. Clarification of Tenders	35
23. Examination of Tenders and determination of responsiveness	36
24. [Deleted]	
25. Evaluation and comparison of Tenders	36

F. Award of contract

26. Award criteria	38
27. Employer's right to accept any Tender and to reject any or all Tenders	42
28. Notification of award and signing of Agreement	42
29. Performance Security deposit	44
30. [Deleted]	
31. Corrupt or Fraudulent Practices	44

A. General

1. Scope of Tender

1.1 The Managing Director, Karnataka Renewable Energy Development Limited (“KREDL”) (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the project (as defined in these documents and referred to as "the project") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for all of the works detailed in the table given in IFT.

1.2 Background:

Government of Karnataka (GoK) intends to undertake development of 100 MW AC Grid Interactive Megawatt Scale Solar Power Plant along with 130MWh Battery Energy Storage System(excluding all variants of Lead Acid Batteries) (“the **Project**”) in an identified land parcel at Kalaburgi district of Karnataka, subjected to approval from the concerned appropriate authority for setting up the Project. The details of the identified land parcel are discussed in Appendix VI. GoK, through the employer, has decided to carry out the tariff based tendering process for selection of the tenderers to whom the Project may be awarded.

1.3 The salient features of the Scope of work covered under this package shall include, but not limited to, the following:

- a) The successful tenderer (hereinafter referred to as “Developer”) shall be responsible for design, finance, sub-leasing of land, engineering, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the PPA to be entered into between the Developer and Bangalore Electricity Supply Company Limited (BESCOM) and shall be vetted by KERC.
- b) The responsibility of the successful tenderer shall include but not limited to inspection of the identified land of 551 acres and 13 guntas at Kalaburgi, conducting a legal due diligence up to the tenderer’s satisfaction. The employer may facilitate, based on the request of the Developer and at its own discretion, for execution of land sub lease agreement. The land sub lease charges of INR 22,000 per acre per annum plus applicable GST, with escalation of INR 1,100 per acre per annum once in every 2 years shall be paid by Developer to the employer. In this regard, the Developer shall have to submit a bank guarantee for an amount mentioned in the draft LSLA equivalent to annual land sub lease charges applicable at 28th year, in advance to the employer with the validity as 45 days after the end of land sub lease period of 28 years. Details of the identified land parcel is given in Appendix VI.
- c) The Scope of Work will broadly include development, operation and maintenance of the Project including supply of power at the Effective Tariff as per the Draft PPA during the tenure as mentioned in the Draft PPA. All statutory clearances, wherever required shall be arranged by the tenderer. The tenderer should clear any way leave problems, but the employer shall extend all required support in this regard

- d) Scope of Supply & Work includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, loading, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing and commissioning of a total of 100MW_{AC} Grid Interactive Solar PV Power Plant along with Battery Energy Storage System (excluding all variants of Lead Acid Batteries) of minimum 130MWh Capacity capable to deliver maximum power of 50MW for 2 hours (on daily basis) or as per the requirement of BESCOM on daily basis as the case may be and performance demonstration with associated equipment and materials on turnkey basis at Kalaburgi in Karnataka along with comprehensive operation and maintenance.
- e) Out of total daily solar power generation, ~80% power shall be directly injected/evacuated to the grid and ~20% power shall be used for the BESS charging purpose. BESS shall be designed such that 50 MW Power for 2 Hours or as per the requirement of BESCOM on daily basis as the case may be (Min.130 MWh to be installed) shall be evacuated to the grid separately during grid peak time during entire 25 years of PPA Tenure. Grid peak time shall be as per BESCOM/SLDC/PCKL requirement and it is most probably evening peak time i.e., 06:00 PM to 10:00 PM daily, however it shall be as per BESCOM/ SLDC.
- f) BESS Parameter
The following minimum parameters must be provided for technical bid evaluation. Bidder also shall submit all technical parameters to assess all BESS functionality as mentioned below. Separate table of Functional parameters is to be submitted for each functional requirement.

Sl No	Parameter	Value
Battery Energy Storage System shall be excluding all variants of Lead Acid Batteries)		
1	Rated Discharge AC useful capacity	50MW for 2 hours or as per the requirement of BESCOM on daily basis as the case may be for the entire PPA Period
2	BESS Availability	Min 98%
3	BESS Round trip AC/AC Efficiency	Min 85%
4	Depth of Discharge (DoD)	Min 90%
5	Rated No of Cycles	Min 6500 cycles
6	Guaranteed Minimum service life	As guaranteed by OEM

	for Battery Module and Pack	
7	BESS Augmentation	In the 19 th Year to compensate for degradation and bring capacity back up to 130MWh
8	Charging Rate	To be specified by Developer as following discharge is required from BESS system. <ul style="list-style-type: none"> • 50 MW for 2 hour or • as per the requirement of BESCO on daily basis as the case may be
9	Power factor	Four quadrant capability is required. Operating power factor shall be within the limits of 0.95 Lagging to 0.95 leading
10	Response time	Response time of BESS system shall not be more than 1 (one) second.
11	Positive and Negative Ramp Rate	BESS shall have suitable positive and negative ramp rate to support smooth injection of Solar PV plant output power into grid.
12	BESS design temperature	0°-50° C ambient

- g) Net Electrical Energy Generation Guarantee (NEEGG): The Developer shall be required to confirm the Net Electrical Energy Generation Guarantee (NEEGG - Column D of Table 1 of Appendix IX) which comprised of Guaranteed Energy Evacuation from 100 MWac SPV Project (Column C of Table 1 of Appendix IX) and Guaranteed Energy Evacuation from Battery Energy Storage System (excluding all variants of Lead Acid Batteries) (Column B of Table 1 of Appendix IX) confirmed in the Bid submission as per Table 1 of Appendix IX for twenty five (25) years PPA period at the metering point.
- h) The Developer shall confirm NEEGG per annum after considering proposed configuration and all local conditions, solar insolation, wind speed and direction, air temperature & relative humidity, barometric pressure, rainfall, sunshine duration, grid availability and grid related all other factors and losses due to near shading, incidence angle modifier, irradiance level, temperature loss, array loss, module quality loss, module array mismatch loss, soiling loss and various inverter losses etc. To assess/verify feasibility of confirmed NEEGG, Developers are required to provide computation documents along with considered factors based on which NEEGG has been computed. Bidders are expected to undertake their own study of solar profile and

other related parameters of the area and make sound commercial judgment about power output i.e. Net Electrical Energy Guaranteed Generation. The Site information and solar data provided in this Tender except the reference radiation for the twelve months is only for preliminary information purpose. No claim or compensation shall be entertained on account of this information. It shall be the responsibility of the Bidder to access the corresponding solar insolation values and related factors of solar plant along with expected grid availability. The Bidder should access all related factors about the selected Site for the Project and then Confirm the NEEGG for the proposed Project.

- i) The Developer shall be responsible for achieving NEEGG. For any shortfall in NEEGG, the compensation shall be recovered from the Developer. The Developer shall maintain the Plant equipment including its repair, replacement, overhauling, etc., so as to ensure guaranteed NEEGG per year. NEEGG guaranteed shall not be construed as limiting value of generation. The Developer shall maintain such that maximum generation is achieved.
- j) The Bids without confirmation of guaranteed NEEGG given in Table 1 of Appendix IX shall be summarily rejected.
- k) Design, engineering, procurement, supply, insurance, packing, forwarding, loading, transportation, unloading, storage, construction, installation, erection, testing, commissioning and operational acceptance of the Facilities having all Plant and Equipment and their Installation Services along with its associated auxiliaries including all solar photovoltaic modules, inverters, module mounting structures, string combiner boxes, inverter transformers, HT panels, Battery Racks, Fire Protection Systems for BESS, HVAC for BESS, Battery Management Systems for BESS, Energy Management System, SCADA System, metering infrastructure, auxiliary transformer, control room, gantry tower, potential transformer, current transformer, vacuum circuit breaker, lightning arrestor etc., underground cables/overhead line from the solar plant to the bay area at 400/220 kV KPTCL Firozabad substation, AC components, DC components, tools/ tackles and all the other assets, buildings, structures, machinery, facilities and related assets thereof.
- l) Supply of components with respect to termination of overhead line at 400/220Kv substation along with 220kv Terminal Bay with metering at 400/220kV KPTCL Firozabad Sub- station.
- m) Site-grading, cutting, filling, levelling, compacting, clearing of vegetation etc.
- n) Design and construction of foundation and module mounting structures for placing solar photovoltaic modules.
- o) Providing power supply and water supply during construction period.
- p) Construction of pre-engineered type outdoor inverter room with power conditioning units associated with LT and HT switchgear for central inverter, as required.

- q) Construction appropriate civil foundations for MMS, prefabricated structures/RCC, RCC BESS Room/Prefabricated structures for BESS Racks, transformers, switchyard equipment, feeder bay etc.
- r) Construction of central monitoring and control station with switchgear room, supervisory control and data acquisition (SCADA) room, storeroom, battery room with all electrical fitting, office furniture, fencing of solar PV plant, watch towers, security cabin etc. in line with the provisions of KERC/SLDC from time to time.
- s) All associated electrical and civil works required for interfacing with grid including but not limited to establishing inverter transformers, breakers, isolators, panels, protection system, cables, metering, earthing of transformer etc. and evacuation of power to the assigned 400/220 kV Firozabad KPTCL substation including associated accessories.
- t) Water supply for cleaning of solar PV modules including supply and installation of water based cleaning system during the entire tenure of useful life of the project.
- u) Construction of internal roads, pathways, fencing, peripheral boundary compound wall, storm water drains, drainage system, watch towers, weather monitoring stations, firefighting system, module cleaning system, necessary IT security system, surveillance system with camera and lighting system.
- v) SCADA system for remote monitoring and control of inverters with all associated hardware and software.
- w) The Contractor, at its own cost, shall bear all statutory charges for obtaining all statutory approvals.
- x) Obtaining all required approvals from KPTCL/SLDC like GNA, Connectivity etc., approvals for interconnecting this Project with 400/220kV Firozabad KPTCL substation shall vest with contractor.
- y) The solar PV plant system and BESS should comply with regulations/instructions issued by CERC, KERC, CEA, SRPC/SLDC, POSOCO, Grid India from time to time.
- z) The detailed scope of work is as defined in the relevant clauses of this IFT.

1.4 Capacity of the Project:

A Tenderer must submit Tender for developing the entire 100 MW_{AC} capacity under solar PV technology along with 130MWh Battery Energy Storage System to be implemented in the identified land parcel at Kalaburgi district of Karnataka, subjected to approval from the concerned appropriate authority for setting up the Project.

The tenderer can quote the Effective Tariff for 100MW_{ac} Solar + 130MWh BESS capacity. In case the tenderer quotes for any other capacity, the Tender submitted by the tenderer shall be summarily rejected. The Effective Tariff shall be the per unit cost of total NEEGG as per column D of Table 1 of Appendix IX. It shall include all duties, taxes, and other levies payable by the contractor under the PPA as well as round trip losses in charging the Battery Energy Storage system.

The tenderer who quotes the lowest Effective Tariff in E-Reverse Auction (“E-RA”) will be selected, subject to Technical criteria and financial capacity. The employer reserves the right for allocation of the 100MW Solar + 130MWh BESS of Project capacity to the tenderer corresponding to their quoted Effective Tariff; such decision shall be made based on the overall least cost implication to the ESCOMs in Karnataka. In no case the Effective Tariff quoted by the Tenderer shall be more than the ceiling as provided in Schedule 3.

1.5 Connectivity with the Grid:

The Developer shall be responsible for power evacuation from the solar power plant to the identified 400/220kV KPTCL substation at Firozabad, Kalaburgi, which is at approximately 2km from the identified land parcel. The Developer shall interconnect the solar power plant at 220kV side (hereinafter referred to as “Delivery Point”) of the 400/220kV KPTCL substation at Firozabad, Kalaburgi. Any applicable charges and energy losses up to the Delivery Point shall have to be borne by the tenderer. The KPTCL has conducted load flow study and opined that the 100MW Solar + BESS Power can be evacuated to the state network from the 400/220kV KPTCL substation at Firozabad, Kalaburgi.

It is pertinent to mention that the metering shall be done at the inter-connection point at the end of the Delivery Point.

The developer shall obtain permanent power evacuation approval from KPTCL after signing of PPA. In this regard, the successful Tenderer shall be solely responsible for obtaining the power evacuation approval from KPTCL. In no case, KREDL/ KPTCL/ BESCOM shall be held responsible for the non-performance of the developer in obtaining the above-mentioned approval from KPTCL.

The Developer shall carry out maintenance of the transmission line till the Delivery Point during the PPA Period. However, any applicable supervision charges shall be paid by the Developer.

- 1.6** The tender Documents include this IFT, enclosed Draft PPA and enclosed Draft Land Sub Lease Agreement.
- 1.7** The Draft PPA sets forth the detailed terms and conditions for grant of the right to the Developer to supply solar power and stored power in the BESS to BESCOM (the “Right”), including the scope of the Developer’s services and obligations and is enclosed as Volume II of this IFT (the PPA to be executed by the Developer and ESCOM which shall further be vetted by KERC).
- 1.8** The statements and explanations contained in this IFT are intended to provide a proper understanding to the tenderers about the subject matter of this IFT 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 Draft PPA or the employer’s right to amend,

alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the tender Documents including this tender shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the employer.

1.9 The employer shall receive tenders in accordance with the terms set forth in this IFT and other documents to be provided by the employer pursuant to this IFT, as modified, altered, amended and clarified from time to time by the employer, and all tenders shall be prepared and submitted in accordance with such terms.

1.10 The Project would be awarded to the tenderer subjected to the Eligibility Criteria as per Clause 2 and 3 of this IFT. For the purpose of identifying the tenderer to implement the Project, the tender submitted by each tenderer would be evaluated on the basis of the evaluation criteria set out in Section E (Tender opening and evaluation) of this IFT.

2. Eligible Tenderers

2.1. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2. It is important to note that, the tenderer including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either participating as Single tenderer or as a Consortium can submit only one (1) tender for the project as per the format provided in **Annex – I (Details of the Tenderer)**.

2.3. A Tenderer shall not have a conflict of interest (the “Conflict of Interest”) that affects the Tendering Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Tenderer shall be considered to have a Conflict of Interest that affects the Tendering Process, if:

- a. such Tenderer (or any constituent thereof) and any other Tenderer (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 Tenderer or a constituent thereof in the other Tenderer(s) (or any of its constituents) is less than 25% of its paid up and subscribed capital; or
- b. a constituent of such Tenderer is also a constituent of another Tenderer; or
- c. such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; or
- d. such Tenderer, or any Group Business Entity thereof, has a relationship with another Tenderer 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 Tender of either or each; or
- e. such Tenderer 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.

2.4 Where the Tenderer is a Single Business Entity, it may at its option, form an appropriate Special Purpose Vehicle under the Companies Act, 1956/ 2013 (the “**SPV**”) to execute the PPA and LSLA and implement the Project. In case foreign company tenders 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 Tenderer 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 2 (two);
- b. The shareholding commitments of all the members of the Consortium shall be in accordance with Clause 2.5.
- c. The Tender should contain the information required for each member of the Consortium;
- d. Members of the Consortium shall nominate one (1) 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 Operations Date of the Project.
- f. The Tender 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 Tenderer 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 Tenderer Consortium or an Individual Tenderer 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 Tendering Agreement (the “**Jt. Tendering Agreement**”), as per the format provided in **Appendix – V**, for the

purpose of submitting Tender and should submit the same along with the Tender. The Jt. Tendering Agreement should be specific to the Project and should fulfill the requirements set out below, failing which the Tender shall be considered non-responsive. The Jt. Tendering Agreement shall, inter alia:

- (i) convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with Clause 2.5, which would enter into the PPA and LSLA and subsequently carry out all the responsibilities as Developer in terms of the PPA and LSLA, 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 and Land Sub Lease 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.

2.5. Shareholding Commitments

- 2.5.1. In case the selected tenderer 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 tenderer 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/LSLA, and a breach hereof shall, notwithstanding anything to the contrary contained in the PPA/LSLA, be deemed to be a breach of the PPA/LSLA and dealt with as such there under.
- 2.5.2. In case the selected tenderer 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 tenders 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.

2.5.3 Tenderers are compulsorily required to provide GST, TIN and PAN details at the time of submission of Bids. All Bids must be accompanied by Bid Security and Power of Attorney for an amount as stipulated in the document. ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY, **ELECTRONIC TENDERING SYSTEM (ETS) FEE, BID DEPOSIT CONDITIONALLY REFUNDABLE FEE** AND POWER OF ATTORNEY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY KREDL AS BEING NON RESPONSIVE AND RETURNED TO THE BIDDER WITHOUT BEING OPENED.

3. Qualification of the Tenderer:

3.1. All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information and shall upload all the documents/credentials meeting the Qualifying Requirements as below:

3.2. To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e., 2018-2019 to 2022-2023)

(a) Achieved in atleast two financial years in the last five years i.e. **FY 2018-2019** to **FY 2022-2023** a minimum financial turnover of **INR 750 Crores**.

Note:

Audited Financial statements i.e., Balance sheets, P&L statements, Turnover certificates duly certified by a Chartered Accountant as per format Annex-III as evidence shall be uploaded of **Lead tenderer & Consortium partner (in case of Consortium)**.

- (a) Satisfactorily commissioned one similar type of work such as establishing grid connected ground mounted mega scale solar PV project costing at least 90% of the amount put to tender.
- (b) Each Tenderer/consortium member should have established and commissioned at least one work of 80MW ground mounted grid connected solar PV project with Transmission Line in the last Five (5) years (i.e., 2018-19 to 2022-2023) and shall be in satisfactory service for a minimum period of One(1) year prior to date of submission of the Tender.
- (c) The tenderer shall also have experience of developing at least 10 MW Battery Energy Storage System at single location, either under construction stage or commissioned, prior to Bid Due Date in the last Five(5) years (i.e., 2018-19 to 2022-2023).

Note Applicable to 3.2 (a, b &c) above:

The documentary proof of fulfilling the qualifying requirements in support of 3.2(a, b, & c) shall be uploaded along with the tender. The tenderer shall upload the P.O, LOI/LOA, DWA, Work done certificates, Performance Certificates issued by the end users not below the rank of Executive/Divisional Engineer along with the tender.

3.3 Each Tenderer should further demonstrate:

(a) Technical Capacity:

The tenderer shall provide following technology for implementation of solar PV along with Battery Energy Storage System Project on an identified land parcel at Kalaburgi District subjected to approval from the concerned appropriate authority.

The tenderer shall implement the solar PV Project technology which is approved by the Ministry of New and Renewable Energy, Government of India (MNRE) prior to Bid Due Date and shall be as per latest “Approved list of Models and Manufacturers (ALMM)” published by MNRE.

Solar PV Project shall have to adhere to the IEC standards as stipulated by MNRE from time to time. An indicative list of technical specifications is brought out in Schedule 1 to this IFT.

It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Solar Project. The tenderer may indicate regarding the selection of technology and its details at the time of submission of tenders in the prescribed ANNEX-II(A), ANNEX- II(B), and ANNEX- II(C) of the Appendix I. However, the successful tenderer shall confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to IFT can be changed at the time of Financial Closure.

Developer shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Battery System.

Battery Energy Storage System shall have to adhere to the IEC standards as stipulated by MNRE from time to time. An indicative list of technical specifications is brought out in Schedule 2 to this IFT.

(b) Financial Capacity

The tenderer shall have a minimum net worth equivalent of INR 169,00,00,000/- (Indian Rupees One hundred and sixty nine Crores) (the “Financial Capacity”) as on March 31, 2023.

It is pertinent to mention that the net-worth of foreign companies wherein the financial year is calendar year the net-worth shall be considered as per the equivalent law in respective foreign countries

For avoidance of doubt, “net worth” as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate

value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Particulars	FY 2022-23 or CY 2022
Aggregate value of the paid-up share capital <ul style="list-style-type: none"> • Fully, compulsorily and mandatorily convertible Preference shares • Fully, compulsorily and mandatorily convertible Debentures. 	[Insert the amount in Crore INR]
Add: All reserves created out of the profits and securities premium account	[Insert the amount in Crore INR]
Subtract: Accumulated losses	[Insert the amount in Crore INR]
Subtract: Deferred expenditure	[Insert the amount in Crore INR]
Subtract: Miscellaneous expenditure not written off	[Insert the amount in Crore INR]
Net worth as on the last date ending Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.	[Insert the amount in Crore INR]

The tenderer 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 2022-23 for domestic tenderer and as per the equivalent law in respective foreign countries for foreign tenderer.

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 tenderer is found not having the minimum Financial Capacity for the Project for which the tender have been submitted, the employer shall have the right to reject such tender.

For the purpose of ascertaining qualification, Technical Experience/Financial Capacity of group business entity (“Group Business Entities”) can also be submitted

by the tenderer in addition to its own Financial Capacity. The Financial Capacity would be summation of the Financial Capacity of the tenderer and the Group Business Entities. For the purpose of this IFT, a Group Business Entity shall mean;

- 1 A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Tenderer; or
- 2 A Business Entity in which the Tenderer 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 tenderer may be used for the purpose of financial requirements provided the tenderer 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 tender.

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 IFT.

- (c) **Tenderer should further demonstrate: Liquid Assets and/or availability of credit facilities of not less than INR 94 Crore** (Credit lines/ Letter of credit/ certificates from banks for meeting the fund requirement etc as per format attached as Annex-IIIB).

- 3.3. Sub contractor's experience and resources shall not be taken into account in determining the tenderers compliance with the qualifying criteria.
- 3.4. Deleted
- 3.5. Tenderer shall be financially sound and shall submit audited financial reports for last five years preceding the date of tender submission. Tenderer shall have adequate knowledge of Ground Mounted Grid Connected solar PV project, BESS Project, Sub-Stations and Transmission Lines Design procedures including Quality Control and shall have infrastructure and Erection facilities and capacity to execute the Works.
- 3.6. Litigation: The Tenderer and consortium partners (In case of Consortium) shall provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years with Government utilities. A history of awards involving litigations against the tenderer or any party or JV/Consortium partner may result in rejection of tender.
- 3.7. The Tenderer and consortium partners should not have been Blacklisted/disqualified for non-performance in any of the Government utilities in the past five years as on date of tender opening. Then in such cases, the offer of the tenderer will be summarily rejected.

3.8. Restriction on Land Border Sharing: Any Tenderer & consortium partner (in case of consortium) from a country which shares a land with India will be eligible to participate in this tender only if the tenderer & consortium partner is registered with the Competent Authority as per the provision of Government Order No. FD455 EXP-12 2020 Bengaluru dated 01.04.2023. Such tenderer/ Vendor shall meet the eligibility clauses specified in [Annexure-XII & Annexure-XIII] of the tender document under the heading Model Clause/Certificate/Undertaking. A certificate/self-declaration/ undertaking for having read the clauses specified in Annexure- XII& Annexure-XIII are to be uploaded by the tenderer and Consortium Partners in the following format:

- a. “I have read the clause regarding restrictions on procurement from a tenderer of a country which shares a land border with India; I certify that this tenderer is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this tenderer fulfills all requirements in this regard and is eligible to be considered.” (Where applicable, evidence of valid registration by the Competent Authority shall be attached).
- b. I have read the clause regarding restrictions on procurement from a tenderer/vendor having Transfer of Technology (TOT) arrangement. I certify that this tenderer/vendor does not have any TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a tenderer/vendor having Transfer of Technology (TOT) arrangement. I certify that this tenderer/vendor has valid registration to participate in this procurement.

Note:

As per the GOK, Circulars dated 10.03.2021 and 29.03.2021, regarding Registration with Competent Authority, the following are the clarifications,

- i) A Tenderer is permitted to procure raw material, components, sub-assemblies etc., from the vendors from the countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”.
- ii) However, in case a tenderer has proposed to supply finished goods, procured directly /indirectly from the vendors from the countries sharing land border with India, such vendors will be required to be registered with the Competent Authority.
- iii) Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) including consumables for closed system, from Original Equipment Manufacturer (OEMs) or their authorized agents are exempted from the requirement of registration as mandated under Government Order No :FD 455 Exp- 12/2020 Bengaluru dated 28.08.2020.

3.9. Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

- 4.1 Each tenderer shall submit only one tender for this Bid. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of their tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

- 6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of project location and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Project. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

- 7.1 The set of tender documents shall have all sections and volumes given in page no. 4
- 7.2 Scanned copy of the supporting documents for eligibility criteria along with details as per Check list, Power of Attorney and Bank Guarantee towards EMD, proof towards payment of tender Application Fee, along with duly filled in Annexures etc along with quoted tariff in Rs/kwh needs to be uploaded on e-procurement portal by the Bidder.

8. Clarification of Tender Documents

- 8.1 Tenderers requiring any clarification on the IFT may notify the Employer in writing or email in the Employer's address indicated in the invitation to tender. They should send in their queries on or before the date mentioned in Section 1: Invitation for Tenders (IFT) . The Employer shall endeavour to respond to the queries within 7 (seven) days prior to the tender Due Date. The responses will be published in the E-Procurement Website without identifying the source of queries. All such responses shall form part of the Tender Document. Verbal responses/clarifications given by the Employer or his Employee(s) shall not in any way binding on the Employer.
 - 8.1.1 The Employer shall endeavour to respond to the queries raised or clarifications sought by the tenderers. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 8 shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
 - 8.1.2 The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Tenderers through E-Procurement Website. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Tendering Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on The Employer.
- 8.2 **Pre-tender meeting:**
 - 8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at KREDL, Head Office Bangalore, #6/13/1, 10th Block, 2nd Stage, Nagarabhavi, Bangalore-560072 on time and date mentioned in E-procurement portal/tender document
 - 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. During the course of the pre-tender meeting, the tenderers will be free to seek clarifications for consideration of the employer. The employer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive tendering Process.

- 8.2.3 The tenderer is requested to submit any questions in writing, email or by cable to reach the Employer.
- 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in the e-procurement portal and the Tenderers are advised to keep updated of the same. Any modification of the tender documents listed in Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
- 8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

- 9.1 Before the deadline for submission of tenders, the Employer on his own or pursuant to pre tender meeting may modify the tender documents by issuing addenda.
- 9.2 Any Addendum thus issued will be published in E-Procurement Website. The published details on the said sources will be binding on the participating tenderers. Employer will bear no responsibility or liability arising out of non-receipt of the same or otherwise.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.
- 9.4 Such amendments, addenda, clarifications etc shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably upload such documents as a part of the Bid.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tenderer shall submit following documents in the electronic mode using their digital signatures in the correct slots in E-Procurement Website. And shall contain the documents as follows:

10.1.1 First Electronic Document (Techno-Commercial Bid Offer) “Key Submissions”

- a. Scanned copies of the Demand Draft for fees to be paid to the employer:
 - i. Towards the Tender Application Fees (non-refundable) – INR 35 Lakhs (Indian Rupees Thirty-Five Lakhs only) plus prevailing GST rate of 18%.
 - ii. Above Demand Draft shall be drawn in favour of Managing Director, KREDL, Bengaluru payable at Bengaluru.
- b. Scanned copy of the Letter of Tender in the prescribed format provided in **Appendix - I** along with all Annexes and supporting documents;
- c. Scanned copy of the Power of Attorney for signing of Tender 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 tender Security as Bank Guarantee in the prescribed format (**Appendix - IV**). Apart from this the tenderer shall also submit the remaining part of the tender Security in the manner provided in Clause 13;
- f. Scanned copy of the documentary evidences to establish that the Bidder meets the qualification requirements as detailed in clause No. 2 and 3 of ITT above
- g. Scanned copy of Certificate of Incorporation;
- h. A copy of Memorandum and Articles of Association of the tenderer highlighting the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Solar Power plant/BESS development;
 - i. In case, there is no mention of the above provisions in the MoA/ AoA of the tenderer, the same has to be amended and submitted prior to signing of PPA, if the tenderer is selected as successful tenderer.
 - ii. If the selected tenderer wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant/Battery Energy Storage System development has to be submitted prior to signing of PPA.

- i. If applicable, scanned copy of the certificate from the Chartered Accountant/ Independent Auditor for Group Business Entity (format provided as **Annex IV** of **Appendix I**);
- j. Copies of tenderer's or each Consortium Member's duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year 2022-23.
- k. Scanned copy of the Jt. tendering Agreement, in case of a Consortium in the format provided in "**Appendix V**";
- l. Scanned copy of the Anti-Collusion Certificate in the format provided in **Annex VI** of **Appendix –I**;
- m. Scanned copy of the Anti-Blacklisting Affidavit in the format provided in **Annex VII** of **Appendix –I**; and
- n. A copy of the PPA with each page initialed by the person signing the tender in pursuance of the Power of Attorney's referred to in sub-clause (c) and sub-clause (d) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the tender.
- o. A copy of the LSLA with each page initialed by the person signing the tender in pursuance of the Power of Attorney's referred to in sub-clause (c) and sub-clause (d) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the tender.
- p. All other relevant documents specified in the tender document.
- q. GST, TIN and PAN details.
- r. Scanned copy of Net Electrical Energy Generation Guarantee (NEEGG) provided in Appendix IX.

ANY TENDER NOT ACCOMPANIED BY AN ACCEPTABLE TENDER APPLICATION FEES, EMD, POWER OF ATTORNEY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON RESPONSIVE AND RETURNED TO THE TENDERER WITHOUT BEING OPENED.

10.1.2. Second Electronic Document (Financial tender): Shall be filled in e-procurement portal.

10.2 [Deleted]

10.3 The Bidder shall quote the tariff in Rs/kwh for the entire scope of this RFP covering all aspects of the contract. Financial tender of the tenderer shall be submitted only through E-

Procurement Website. This shall be uploaded at the slot provided for financial tender only. If the price is disclosed anywhere else, the tender will be rejected.

- 10.4 The Original Power of Attorney, Original Bank Guarantee towards EMD and the original Demand Draft towards tender Application Fees are to be sealed in a cover and sent to address mentioned below so as to reach after last submission date and on or before the date and time of opening of Techno-commercial bids as indicated in the e-procurement portal. These documents shall be placed in an envelope and sealed and marked as **“Tender for Selection of Developer through Tariff Based Competitive Tendering Process for implementing 100MW (AC) Solar Project along with 130MWh Battery Energy Storage System in Kalaburgi District”**

ATTN. OF: Managing Director
ADDRESS: KREDL, Head Office Bangalore
#6/13/1, 10th Block, 2nd Stage
Nagarabhavi, Bangalore-560072

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

11. Financial Tender

- 11.1 The contract shall be for the whole project as described in Clause 1.
- 11.2 The Financial tender of the tenderer shall be submitted only through E-Procurement Website. This shall be uploaded at the slot provided for financial tender only. If the price is disclosed anywhere else, the tender will be rejected. Any Financial tender received in the physical form shall be considered as a non-responsive Tender and would be rejected.
- 11.2.1 The Financial tender shall consist of Effective Tariff to be quoted by the tenderer. The Effective Tariff shall be payable by the BESCOM to the Developer in accordance with this IFT and the provisions of the PPA. The Financial tender must clearly indicate the tender amount in Indian Rupees (INR) per unit only up to two (2) decimal points. In no case the Effective Tariff quoted by the Tenderer shall be more than the ceiling as provided in Schedule 3.
- In this regard, the Tenderer shall provide a certification for not availing/ to avail subsidy/ grant/ central financial assistance from MNRE and/or any other State Government and/or any other Central Government as enclosed in the Annex – XI of Appendix-1 (Certification for not availing/ to avail subsidy/ grant/ central financial assistance from MNRE and/or any other State Government and/or any other Central Government) of the IFT.
- 11.2.2 The Project will be awarded to the Tenderers on the basis of lowest Effective Tariff as described in the Clause 26.
- 11.2.3 The opening of tenders and acceptance thereof shall be substantially in accordance with this IFT.
- 11.3 All duties, taxes, and other levies payable by the contractor under the PPA, or for any other cause, shall be included in the Effective Tariff submitted by the Tenderer.

11.4 The Effective Tariff quoted by the Tenderer shall be constant for the entire duration of the PPA.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than One Hundred and Eighty days (180 Days) after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing, email or by cable. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for a period of the extension, and in compliance with Clause 13 in all respects.

13 Tender Security/Earnest Money deposit

13.1 The Tenderer shall furnish, as part of his tender, tender Security of INR 5,63,00,000/- (Indian Rupees Five Crores Sixty Three Lakhs only) in the form of a bank guarantee shall be issued by a Nationalized Bank, or a Scheduled Bank in India, in favour of “Managing Director, Karnataka Renewable Energy Development Limited” in the format at Appendix IV (the “Bank Guarantee”).

13.2 The tender security must have a validity period of 45 days beyond 180 (One Hundred and Eighty) days from original Tender Due Date as mentioned in the IFT, inclusive of a claim period of 45 (forty five) days and may be extended by the tenderer 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.

13.3 Any tender not accompanied by an acceptable tender security and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The tender security of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The tender security of the successful Tenderer will be discharged when the Tenderer has signed the PPA and LSLA and furnished the required Performance Security.

13.6 The tender security may be forfeited:

- a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
- b) [Deleted];
- c) In case the tenderer 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;
- d) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) sign the PPA and LSLA; or
 - (ii) furnish the required Performance Security;

- e) If a tenderer engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause 31 of this IFT;

14. Format and signing of Tender

- 14.1 The tenderer shall provide all the information sought under this IFT in electronic mode. The employer will evaluate only those tenders that are received in the required formats and complete in all respects. Incomplete and /or conditional tenders shall be liable to rejection.
- 14.2 Deleted
- 14.3 Deleted.
- 14.4 All documents of the tenders submitted in electronic mode under this IFT shall be uploaded on E-Procurement Website: www.bharat-electronictender.com using digital signature

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The tenderer shall submit the documents listed in clause 10 in the electronic mode in e-procurement portal before the bid submission date and time published. However, the hard copy of BG towards EMD, DD/BG towards Tender Application Fee shall be submitted in a separate envelop and also the same shall be scanned and uploaded in e procurement portal failing which their bid will not be opened.

Note:

a) The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.

b) The Bid Enquiry number shall be super scribed on the Sealed envelope

15.2 The sealed cover

a) shall be addressed to the address mentioned above:

b) bear the following identification:

Selection of developer through tariff based competitive bidding process for establishing Ground Mounted Grid Connected 100MW(AC) solar PV project along with 130MWh Battery Energy Storage System in an identified land parcel along with accessories and Interconnection at 220kV level of 400/220kV Firozabad, KPTCL substation in Kalaburgi district.

Bid Enquiry No. KREDL/SG/Kalaburgi/100MW/2024-25 dated 15-07-2024

DO NOT OPEN BEFORE the date and Time as notified in Notification /e-Procurement Portal [time and date for tender opening, as per Clause 19].

15.3 In addition to the identification required in Sub-Clause 15.2, the envelope shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

16 Deadline for submission of the Tenders:

16.1 Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notification/e-procurement portal, failing which bidders cannot submit their bids as the e-Procurement system automatically locks the tender.

Failure in uploading the documents in time, due to any reasons is not attributable to KREDL.

16.2 The Employer may at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9 of ITT, in which case all rights and obligations of

the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17 Late Tenders:

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer. Failure in uploading the documents in time, due to any reasons is not attributable to KREDL.

18 Modification and Withdrawal of Tenders:

18.1 **Deleted**

18.2 **Deleted**

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of the Employer pursuant to Clause 13.

18.5 Deleted.

E. Tender opening and evaluation

19.1 Opening of Techno-Commercial Bid of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Techno-Commercial Bids will be opened on the Date and Time for opening of Tenders stipulated in the Invitation for Tender or in case any extension has been given thereto, on the extended Tender opening Date and Time notified in the e-procurement portal. The verification of payment of Tender Application Fee and EMD will be carried out by the Employer/Owner in e-procurement portal. No Electronic Recording/ Transmitting Devices will be permitted during Bid opening.

19.2 Deleted.

19.3 Deleted.

19.4 Deleted.

19.5 Deleted.

19.6 The Employer will evaluate to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal, as covered under these Specifications and Documents and determine whether each tender

(a) meets the eligibility criteria defined in ITT Clause 2;

(b) is accompanied by the required Earnest Money Deposit and tender Application Fee as per stipulations in ITT Clause and

(c) meets the minimum qualification criteria stipulated in ITT Clause 2 & 3. The Employer will draw out a list of qualified Tenderers.

19.7 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 2 and 3 of ITT.
2. Financial Capability of the Bidder shall be as per Clause 3 of ITT.
3. Bid Security/EMD shall have been paid as per Clause 13 of Instruction to Tenderers- ITT.
4. Completion Period shall be as specified in the Bid.
5. Technical Particulars of all the Equipment's / Materials shall be complying with the provisions of Technical Specifications.
6. Bid shall be submitted for the entire Scope of Package.

19.8 The employer reserves the right not to proceed with the tendering Process at any time without notice or liability and to reject any tender without assigning any reasons

19.2 Opening of Financial Bid of qualified Tenderers and Evaluation:

- 19.1 The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive will be opened after completion of Techno Commercial Evaluation.

NOTE: Price Bids of Techno commercially Non - Responsive Bidders will not be opened.

20.2to 20.4 Deleted.

21. Process to be confidential

- 21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.
- 21.2 Bids shall be deemed to be under consideration immediately after opening of Techno-Commercial Bid and until such time official intimation of Award / rejection is made by the Owner 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, the Owner and/or his Employees/ Representatives on the matters related to the Bids under consideration.
- 21.3 No Bidder shall contact the owner on any matter relating to its Bid, from the time of the Bid opening to the time the contract is awarded.
- 21.4 Any effort by a Bidder to influence the Owner in the Owner's Bid evaluation, Bid comparison or Contract award decisions, may result in disqualification.

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of their Tender. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Tender shall be sought, offered, or permitted.
- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender;
- a) has been properly signed; and;
 - b) is substantially responsive to the requirements of the Tender documents.
 - c) is complete, whether any computational errors have been made, whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order
- 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders. The Owner's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 23.4 The Owner may waive any minor infirmity or Non-conformity or irregularity in a Bid which does not constitute a Material Deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder.

24. Correction of errors: Deleted

25. Evaluation and comparison of Tenders

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 [Deleted]
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer.
- 25.4 [Deleted]
- 25.5 [Deleted]

F. Award of Contract

26. Award criteria

- 26.1 Subject to Clause 27, the Employer shall open the financial tender of the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.
- 26.2 All the Financial tenders received for the Project would be opened in no specific order and the Effective Tariff to be paid by BESCO to the tenderers would be ranked in the increasing order (expressed as INR/kWh). The tenderer must quote the Effective Tariff for 100MW_{AC} + 130MWh. In case the tenderer quotes for any capacity other than 100MW_{ac}+ 130MWh., the tender submitted by the tenderer shall be summarily rejected.

Highest Rank (Rank 1) will be provided to the Tenderer with the lowest Effective Tariff and so on.

Illustration:

Tenderer	Effective Tariff (INR/kWh)	Ranking	Quoted Capacity (MW+MWh)
B-1	INR 5.00/kWh (L1)	R-1	100MW _{ac} + 130 MWh
B-2	INR 5.10/kWh (L2)	R-2	100MW _{ac} + 130 MWh
B-3	INR 5.20/kWh (L3)	R-3	100MW _{ac} + 130 MWh
B-4	INR 5.25/kWh (L4)	R-4	100MW _{ac} + 130 MWh
B-5	INR 5.30/kWh (L5)	R-5	100MW _{ac} + 130 MWh
B-6	INR 5.35/kWh (L6)	R-6	100MW _{ac} + 130 MWh
B-7	INR 5.45/kWh (L7)	R-7	100MW _{ac} + 130 MWh

26.3E-Reverse auction (e-RA):

- The Employer shall resort to E-Reverse Auction process for selection of the Successful tenderer. The reverse auction for the Project allocation shall be conducted through

<https://www.bharat-electronictender.com> portal on the day as intimated by the employer to the eligible tenderers. A single e-RA shall be conducted for the Project capacity.

- The total eligible tenderers for reverse auction shall be the top 5 (Five) tenderers.

Illustration:

In above case, the L1 Price tender is INR 5.00/kWh. Tenderers who are ranked till 5th place in ascending order from L1 onwards, will be eligible for e-reverse auction

Tenderers	Effective Tariff (INR/kWh)	Ranking	Quoted Capacity (MW+MW/MWh)	Shortlisted for e-reverse auction
B-1	INR 5.00/kWh (L1)	R-1	100MWac + 130 MWh	Yes
B-2	INR 5.10/kWh (L2)	R-2	100MWac + 130 MWh	Yes
B-3	INR 5.20/kWh (L3)	R-3	100MWac + 130 MWh	Yes
B-4	INR 5.25/kWh (L4)	R-4	100MWac + 130 MWh	Yes
B-5	INR 5.30/kWh (L5)	R-5	100MWac + 130 MWh	Yes
B-6	INR 5.35/kWh (L6)	R-6	100MWac + 130 MWh	No
B-7	INR 5.45/kWh (L7)	R-7	100MWac + 130 MWh	No

Total eligible tenderers for e-Reverse Auction = B-1, B-2, B-3, B-4 and B-5

In case of a tie among two or more tenderers (i.e., their quoted Effective Tariff being the same) they will be considered based on draw of lots.

- c) An advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all tenderers whose technical tenders have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the tenderers that they have been shortlisted for e-Reverse Auction. Further at least two hours before the schedule start time of e-Reverse Auction, final intimation for participation in the e-RA will be sent to all those tenderers only who have been shortlisted based on the criteria mentioned at Clause 26.3 (b).
- d) Shortlisted tenderer for Reverse Auction will be able to login into the ETS website of reverse auction 15 minutes before the start time of reverse auction.

- i. During the 15 minutes prior to start of reverse auction process, each tenders's Effective Tariff shall be displayed on tenderer's window.
 - ii. The minimum decrement value for the Effective Tariff shall be INR 0.01/kWh. The decrement shall be considered as reduction in Effective Tariff.
 - iii. Tenderers can only quote any value lower than their previous quoted Effective Tariff, taking into consideration the minimum decrement value mentioned in Clause 26.3 (d)ii. However, at any stage, increase in Effective Tariff will not be permissible. Tenderers can improve their ranking by quoting the Effective Tariff lower than their last quoted Effective Tariff.
 - iv. At the end of every auction round, the tenderers shall be ranked based on the Effective Tariff.
 - v. In the tenderers's window, the following information can be viewed by the tenderer:
 1. It's initial Effective Tariff and there after last quoted Effective Tariff.
 2. The list of all the tenderers with their following details: Pseudo Identity and last quoted Effective Tariff.
 - vi. During reverse auction, the tenderer shall not have the option of changing the total project capacity while participating during the reverse auction.
 - vii. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in Effective Tariff, a tenderer causes a change in its zonal placement at that instant. The 'zones' are as defined below:
 1. Green Zone: This zone consists of the tenderers who may be allocated their full quoted Project capacity if the auction is closed at that instant.
 2. Red Zone: This zone consists of the tenderers who will not be awarded their quoted Project capacity if the auction is closed at that instant.
 - viii. If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.
- e) The tenderers shall be selected in the ascending order on Effective Tariff discovered at the end of e-reverse auction.

Illustration:

Tenderer	Effective Tariff (INR/kWh)	Quoted Capacity (MW+MWh)	Project Capacity Awarded (MW)
B-4	INR 4.95/kWh (L1)	100MWac + 130 MWh	100MWac + 130 MWh
B-1	INR 4.96/kWh (L2)	100MWac + 130 MWh	0 MW + 0MWh/0MWh
B-3	INR 4.98/kWh (L3)	100MWac + 130 MWh	0 MW + 0MWh/0MWh
B-2	INR 5.00/kWh (L4)	100MWac + 130 MWh	0 MW + 0MWh/0MWh
B-5	INR 5.05/kWh (L5)	100MWac + 130 MWh	0 MW + 0MWh/0MWh
	Total capacity	100MWac + 130 MWh	100MWac + 130 MWh

- f) The lowest quoting tenderer will be selected and allotted the project.
- g) In case of a tie among two or more tenderers (i.e., their last quoted Effective Tariff during e-reverse auction being the same) they will be considered in the chronological order of their last Effective Tariff preference to be given to that Tenderer who has quoted their last Effective Tariff earlier than others.
- h) In the above case (as mentioned in previous clause), if the time of quote also becomes exactly same among the Tenderers at a tie, then the ranking among these Tenderers shall be done as follow:
- i. Step – 1: Lowest rank (L1) will be given to the Tenderer who has the lowest Effective Tariff after the tender evaluation (Electronic Form) and so on. If there is also a tie among any of these Tenderers, then the following step (Step 2) will be followed.
 - ii. Step – 2: Ranking will be done based on draw of lots.
- 26.4 In the event that the selected tenderer withdraws or is not selected for any reason in the first instance, the employer may shortlist the remaining tenderers in the order of lowest Effective Tariff and initiate reverse auction if necessary.
- 26.5 In the event that the remaining tenderers want to withdraw from the process, the employer may, in its discretion annul the tendering Process.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 After selection, a Letter of Award (the "LOA"), shall be issued, by the employer to the successful tenderer and the successful tenderer shall acknowledge receipt of LOA within seven (7) calendar days from the date of LOA. In the event of non-acknowledgement of the LOA by the selected tenderer within the stipulated date, the employer may, unless it consents to extension of time for submission thereof, appropriate the tender Security of the tenderer as genuine loss and damage suffered by the employer on account of failure of the successful tenderer to acknowledge the LOA. The successful tenderer is required to enter into a PPA with BESCO and LSLA with KREDL.

28.2 After acknowledgement of the LOA, the successful tenderer shall execute the PPA and LSLA within 30 (thirty) days of such acknowledgement and within the aforementioned period, shall furnish to the employer the details about the SPV incorporated for the purpose of signing the PPA and LSLA which shall be further vetted by the employer. The successful tenderer shall not be entitled to seek any deviation in the PPA and LSLA.

28.3 Failure of the successful tenderer to comply with the requirements of Clause 28.2 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the tender Security. In such an event, the employer reserves the right to take any such measure as may be deemed fit in the sole discretion of the employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and return their tender securities.

28.9 Financial Close: The successful Tenderer within six (6) months from the date of signing the PPA shall:

1. Achieve Financial Closure and provide necessary loan documents issued by the funding agency/ banks etc,
2. furnish documentary evidence that the requisite technical criteria have been fulfilled as per the format provided in Schedule-1 & Schedule-2,
3. furnish Documentary evidence for the executed Land Sub Lease agreement, and
4. Copy of evacuation approval from KPTCL/ESCOM, as the case may be.

28.10 Sharing of Clean Development Mechanism (CDM) Benefits: The Project shall be compatible to CDM claims and all such CDM claims shall be reported to the employer periodically. The

proceeds of carbon credit from approved CDM project shall be shared between Developer and BESCOM 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 BESCOM 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 BESCOM.

28.11 Commissioning 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 Effective Date as per PPA including monsoon period. Failure to achieve the said milestone the following provision would apply. BESCOM 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
Delay of more than two months and up to three months	40% of the Performance Security

In case the achievement of COD is delayed beyond three (3) calendar months; then the PPA shall be terminated forfeiting the complete Performance security tender amount. The maximum time period allowed is up to COD date as mentioned above with additional three months extension period. After the maximum time period allowed, it would lead to termination of PPA.

29. Performance Security deposit

A. Performance Security to BESCOM

29.1 Performance Security equivalent to 5% of the awarded value shall be submitted by the successful Tenderer in favour of the BESCOM in the form of Bank Guarantee within 20 days of receipt of Letter of Award. The Performance Security shall be provided as per draft PPA, having validity up to twelve (12) months from the Scheduled Commissioning Date.

Illustration

If total Performance Security equivalent to 5% of the awarded value is INR 40,00,00,000/-, then three (3) separate Bank Guarantees of value INR 8,00,00,000/-, INR 16,00,00,000/- and INR 16,00,00,000/- shall be submitted. The Bank Guarantees shall be procured by the tenderer from a single bank.

29.2 [Deleted]

29.3 [Deleted]

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

B. Performance Security to KREDL

Performance Security towards land sub lease shall be submitted by the successful Tenderer in favour of the KREDL in the form of Bank Guarantee within 20 days of receipt of Letter of Award. The value of Performance Security shall be equivalent to Rs.2 crores having validity beyond twelve (12) months from the Scheduled Commissioning Date.

30 Advance Payment and Security [Deleted]

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in Article 16: Termination of the PPA.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

All Tenderers shall provide the requested information accurately and in sufficient detail in this Section 3: Qualification information and shall upload all the documents/credentials meeting the Qualifying Requirements as below

1.1	<p>Constitution or legal status of Tenderer:</p> <ul style="list-style-type: none"> a. Place of Registration: b. Principal place of business: c. shall be a Company incorporated under the Companies Act 1956/ 2013 or under an equivalent law abroad, if it is a foreign company. 	<p>Upload copies of relevant documents like MOA, AOA, Certificate of Incorporation etc., The details of Lead Tenders/Consortium must also be provided as per Annex-I of the IFT.</p>
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1.2	<p>Each Tenderer in its name should have in the last five years (i.e., 2018-2019 to 2022-2023)</p> <p>a. Annual Turnover: Achieved in atleast two financial years in the last five years i.e. FY 2018-2019 to FY 2022-2023 a minimum financial annual turnover of INR 750 Crores.</p> <p>b. Net-worth: Tenderer shall have a minimum net worth equivalent of INR 169 crores as on March 31, 2023.</p> <p>c. Liquid Assets and/or availability of credit facilities of not less than INR 94 Crore</p>	<p>Annual Turnover certificates duly certified by a Chartered Accountant as per format Annex-IIIB as evidence shall be uploaded with respect to Lead tenderer & Consortium partner (in case of Consortium) along with Audited Financial statements ie., Balance sheets, P&L statements.</p> <p>The tenderer shall submit a certificate duly certified by a Chartered Accountant citing the calculation of net worth as provided in Annex-III & III A along with the audited annual accounts for the financial year 2022-23 for domestic tenderer and as per the equivalent law in respective foreign countries for foreign tenderer.</p> <p>Credit lines/ Letter of credit/ certificates from banks for meeting the fund requirement etc as per format attached as Annex-III C need to be uploaded.</p>
	<p>a. Each Tenderer/consortium member should have satisfactorily commissioned one similar type of work such as establishing grid connected ground mounted mega scale solar PV project costing at least 90% of the amount put to tender.</p> <p>b. Each Tenderer/consortium member should have established and commissioned at least one work of 80MW ground mounted grid connected solar PV project with Transmission Line in the last Five (5) years (i.e., 2018-19 to 2022-2023) and shall be in satisfactory service for a minimum period of One(1) year prior to date of submission of the Tender.</p> <p>c. Each Tenderer/consortium member shall also have experience of developing at least 10 MW Battery Energy Storage System at single location, either under construction stage or commissioned, prior to Bid Due Date in the last Five(5) years (i.e., 2018-19 to 2022-2023).</p>	<p>Details needs to uploaded as per format Annex-III D along with the documentary proofs like P.O, LOI/LOA, DWA, Work done certificates, Performance Certificates issued by the end users not below the rank of Executive/Divisional Engineer needs to be uploaded along with the tender.</p> <p>The tenderer may indicate regarding the selection of technology and its details at the time of submission of tenders in the prescribed formats ANNEX-II(A), ANNEX- II(B), and</p>

	<p>d. The tenderer shall implement the solar PV Project technology which is approved by the Ministry of New and Renewable Energy, Government of India (MNRE) prior to Bid Due Date and shall be as per latest “Approved list of Models and Manufacturers (ALMM)” published by MNRE.</p> <p>e. Solar PV Project shall have to adhere to the IEC standards as stipulated by MNRE from time to time.</p> <p>f. Developer shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Battery System.</p> <p>g. Battery Energy Storage System shall have to adhere to the IEC standards as stipulated by MNRE from time to time. An indicative list of technical specifications is brought out in Schedule 2 to this IFT.</p>	<p>ANNEX- II(C) of the Appendix I.</p>
	<p>Litigation: The Tenderer and consortium partners(In case of Consortium) shall provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years with Government utilities.</p>	<p><i>Self undertaking needs to be uploaded</i></p>
	<p>The Tenderer and consortium partners should not have been Blacklisted/disqualified for non-performance in any of the Government utilities in the past five years as on date of tender opening.</p>	<p><i>Self undertaking needs to be uploaded</i></p>
	<p>Restriction on Land Border Sharing: Any Tenderer & consortium partner (in case of consortium) from a country which shares a land with India will be eligible to participate in this tender only if the tenderer & consortium partner is registered with the Competent Authority as per the provision of Government Order No. FD455 EXP-12 2020 Bengaluru dated 01.04.2023. Such tenderer/ Vendor shall meet the eligibility clauses specified in [Annexure-XII & Annexure-XIII] of the tender document under the heading Model Clause/Certificate/Undertaking.</p>	<p>A certificate/self-declaration/undertaking for having read the clauses specified in Annexure-XII & Annexure-XIII are to be uploaded by the tenderer and Consortium Partners in the format detailed therein.</p>

SECTION 3: Appendices

APPENDIX – I
Letter of Tender
(On the Letterhead of the Tenderer)

Dated:

Managing Director
Karnataka Renewable Energy Development Limited

Sub: TENDER FOR SELECTION OF DEVELOPER THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS FOR ESTABLISHING GROUND MOUNTED GRID CONNECTED 100MW(AC) SOLAR PV ALONG WITH 50MW/130MWh BATTERY ENERGY STORAGE SYSTEM PROJECT IN AN IDENTIFIED LAND PARCEL ALONG WITH ACCESSORIES AND INTERCONNECTION AT 220KV LEVEL OF 400/220KV FIROZABAD, KPTCL SUBSTATION IN KALABURGI DISTRICT

With reference to your IFT document dated [*****], I/we, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the aforesaid Project. The tender is unconditional and unqualified.

- 1 I/We intend to participate in the tendering process as single entity/group business entity.
- 2 Following are our Group Business Entity (ies) participating in the tendering Process:

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

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

SI. No	Proposed Technology (Solar PV)	Proposed Capacity (in MW) (AC)
1.		
2.		
3.		
	Total Capacity	100MW

SI. No	Proposed Technology (BESS) (excluding all variants of Lead Acid Batteries)	Proposed Capacity (in MW/MWh)
1.		
2.		
3.		
	Total Capacity	130MWh

- 4 All information provided in the tender and in the Appendices is true and correct.
- 5 This statement is made for the express purpose of qualifying as a tenderer for the design, finance, construction and operation & maintenance of the aforesaid Project.
- 6 I/ We shall make available to KREDL any additional information it may find necessary or require to supplement or authenticate the tender.
- 7 I/ We acknowledge the right of KREDL to reject our tender 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.
- 8 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.
- 9 I/ We declare that:
- a. I/ We have examined and have no reservations to the tendering Documents, including any Addendum issued by KREDL.
 - b. I/ We do not have any Conflict of Interest in accordance with Clause 2.3 of the IFT 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 31 of the IFT 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 31 of the IFT, 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 tendering Process, our tender and the tender of our Group Business Entity (ies) will be rejected and the tender Security shall be forfeited.
 - f. The undertakings given by us along with the Tender in response to the IFT for the Project

were true and correct as on date of making the Tender and are also true and correct as on the Tender Due Date and I/We shall continue to adhere them.

- g. We confirm that there is no ongoing litigation or 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.
- 10 I/ We understand that you may cancel the Tendering Process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Project, without incurring any liability to the Tenderers, in accordance with Clause 27 of the IFT document.
- 11 I/ We believe that we/ our Consortium satisfy(ies) the Financial Capacity and meet(s) the requirements as specified in the IFT document and are/ is qualified to submit a Tender in accordance with the IFT document
- 12 I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Tender for the Project.
- 13 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.
- 14 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.
- 15 The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the IFT document, and duly signed, is enclosed. The power of attorney for signing of Tender [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 IFT, are also enclosed.
- 16 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 Tender, would not be eligible to submit a Tender, either individually or as member of a Consortium.
- 17 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.

18 I/ We undertake that in case due to any change in facts or circumstances during the Tendering 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.

19 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 Tenderer 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).

20 We understand that in case Tenderer/any of the members of the Consortium is a company as per Clause 2.4, 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 Tenderer.

21 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 Tenderer, or in connection with the Tendering Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

22 In the event of my/ our being declared as the Selected Tenderer, I/We agree to enter into a PPA in accordance with the draft that has been provided to me/us prior to the Tender Due Date. We agree not to seek any changes in the aforesaid draft and agree to attend by the same.

23 I/We have studied all the Tendering 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 Tendering Process including the award of Rights.

- 24 The Effective Tariff has been quoted by me/us after taking into consideration all the terms and conditions stated in the IFT; draft PPA, our own estimates of costs and revenues and all the conditions that may affect the Tender.
- 25 I/We offer a Tender Security of INR 5,63,00,000/- (Indian Rupees Five Crore Sixty Three Lakhs only) to KREDL in accordance with the IFT Document.
- 26 I/We offer a Electronic Tendering Fee of INR 25,000/- (Indian Rupees Twenty Five Thousand Only) to KREDL in accordance with the IFT Document.
- 27 I/We agree and understand that the Tender is subject to the provisions of the Tendering 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 Tender is not opened.
- 28 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Tender Due Date specified in the IFT.
- 29 I/We agree and undertake to adhere by all the terms and conditions of the IFT document.

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

Yours faithfully,
(Signature of the Authorised signatory)

Date:

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

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

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 Tenderer:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (sl no. 1 to 4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Tendering Agreement, as envisaged in Clause 2.4 should be attached to the Tender.
 - (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 2.4 of this IFT:

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 Tenderer, should be indicated.

6. A statement by the Tenderer and each of the Members of its Consortium (where applicable) along with all the Group Business Entities disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ ongoing litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary. We confirm that there is no ongoing litigation or 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.

I/We wish to furnish the list /statement of the cases faced/facing by me/us in the past/recent projects as below;

Sl.	Details of material non-performance/contractual non-compliance in past projects,	Status of the dispute(resolved/pending)	Details of contractual non-compliance litigation/ arbitration in the recent past	Status of the dispute(resolved/pending)

7. Copy of GST no., PAN, TIN and income tax return certificate are attached here

ANNEX – II(A)
[On the letterhead of Tenderer]

Declaration of adopting indigenous module and cells

I/We understand that, as per clause 3 of Tender / Tender conditions, we hereby declare that I/We will be using indigenously manufactured solar panels with indigenous solar cells and modules as per latest “Approved list of Models and Manufacturers (ALMM)” published by MNRE.

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

Dated this Day of, 20....

Name of the Tenderer

Signature of the Authorised person

Name of the Authorised Person

ANNEX – II(B)
[On the letterhead of Tenderer]

Format for Declaration by the Tenderer for the proposed technology

Sl. No.	Solar Project Particulars	
1	Name of Tendering Company / Lead Member of Tendering Consortium	
2	Project Location	
3	Capacity proposed for Solar	_____ MWAC
4	Technology proposed to be adopted for the Solar	
5	Estimated Capacity Utilization Factor (Maximum)	%
6	Estimated Annual Generation of Electrical Energy	kWh

Sl. No.	Battery Energy Storage System Particulars (excluding all variants of Lead Acid Batteries)	
1	Name of Tendering Company / Lead Member of Tendering Consortium	
2	Project Location	
3	Capacity proposed for BESS	_____ MWh
4	Technology proposed to be adopted for the BESS	
5	BESS Round trip AC/AC Efficiency	%
6	Depth of Discharge	%
7	Rated No. of Cycles	
8	Battery Efficiency (DC-DC round trip)	%
9	Guaranteed Minimum service life for Battery Modules and Pack	
10	Charging Rate	
11	Power factor	
12	Response time	
14	Positive and Negative Ramp Rate	
15	BESS design temperature	

Signature of the Authorized Signatory
Name of the Authorized Signatory

ANNEX – II(C)

Format for Technical Capacity
[On the letterhead of Tenderer]

To,
Managing Director (MD)
Karnataka Renewable Energy Development Limited

Dear Sir,

Sub: Response to IFT No. _____

We hereby undertake to certify that the following details shall be furnished one month before COD:

1.0 That the technology proposed to be used is commercially established technology and at least 1 (one) project based on this technology is successfully operational for at least 1 (one) year.

1. Solar
2. Battery Energy Storage System

2.0 Details of the project with location and the successful operational period of the project (under construction for BESS) utilizing this technology.

1. Solar
2. Battery Energy Storage System

Signature of the Authorized Signatory
Name of the Authorized Signatory

ANNEX - III
Financial Capacity of the Tenderer
(On the Letterhead of the Tenderer/Lead Member)
(Refer to Clauses 3 of the IFT)

Tenderer type	Member Code	Net Worth (INR Crores)
Single Business Entity Tenderer		
Lead Member		
Other Member		
TOTAL		

Name & address of Tenderer's Bankers:

1. A Tenderer consisting of a Single Business Entity should fill in details as per the row titled Single Business Entity Tenderer and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Business Entity Tenderer may be ignored.
2. The Tenderer should provide the Financial Capacity based on its own or the Group Business Entity's financial statements. For the purpose of Financial Capacity the Tenderer 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 Tenderer and the net worth of the Group Business Entity. In case the Tenderer claims the net worth of Group Business Entity, it shall submit a certificate from the Chartered Accountant 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 Tender 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 Tender 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 Tenderer/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports as on March 31, 2023. The financial statements shall:
 - (a) reflect the financial situation of the Tenderer and its Group Business Entity where the Tenderer is relying on its Group Business Entity's financials;
 - (b) be audited by a Chartered Accountant;
 - (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 Tenderer could not make it available, the Tenderer shall give an undertaking to this effect and the Chartered Accountant shall certify the same.
2. For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
3. In the case of a Consortium, a copy of the Jt. Tendering Agreement shall be submitted in accordance with Clause 2.4 of the IFT document.
4. The Tenderer shall also provide the name and address of the Bankers to the Tenderer.

The Tenderer shall provide a certificate from the Chartered Accountant specifying the net worth of the Tenderer and also specifying the methodology adopted for calculating such net worth.

**Signature of the Authorized Signatory
Name of the Authorized Signatory**

ANNEX – III A

Format for Certificate from Chartered Accountant/Independent Auditor for Financial Capacity of the Tenderer

(On the Letterhead of the Chartered Accountant)

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 (Indian Rupees _____ Crores) as on the last date of the Financial Year/ Calendar Year, as per the equivalent law).

All figures are in Crore INR

Particulars	FY 2022-23 or CY 2022
Aggregate value of the paid-up share capital <ul style="list-style-type: none">• Fully, compulsorily and mandatorily convertible Preference shares• Fully, compulsorily and mandatorily convertible Debentures.	[Insert the amount in Crore INR]
Add: All reserves created out of the profits and securities premium account	[Insert the amount in Crore INR]
Subtract: Accumulated losses	[Insert the amount in Crore INR]
Subtract: Deferred expenditure	[Insert the amount in Crore INR]
Subtract: Miscellaneous expenditure not written off	[Insert the amount in Crore INR]
Net worth* as on the last date ending Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.	[Insert the amount in Crore INR]

Note: * The above Net worth does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

We have submitted the consolidated audited financial statements along with the supporting notes as annexure for the said FY 2022-23 or CY 2022.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before Karnataka Renewable Energy Development Company, for the “**Development of 100MW (AC) Solar Project along with 130MWh Battery Energy Storage System in an Identified Land Parcel at Kalaburgi District of Karnataka**” vide IFT no. _____.

Signature and Seal and Registration number of Chartered Accountant

ANNEX – III B

Format for Certificate from Chartered Accountant/Independent Auditor for Financial Capacity of
Annual Turn Over of the Tenderer
(On the Letterhead of the Chartered Accountant)

Date:

In terms of Tender Document we confirm that the average annual turnover of the Bidder, is not be less than “Rs. 750 Crores” during any two (2) FYs out of the preceding five (5) FYs viz. from FY 2018-19 until FY 2022-23.

Sl. No:	Financial Year	Amount in INR (In Crores)
1	FY 2022-23	
2	FY 2021-22	
3	FY 2020 – 21	
4	FY 2019 – 20	
5	FY 2018 – 19	
6	Average Annual Turnover during any two (2) FYs out of the preceding five (5) FYs or as applicable under the Tender document	
7	We have enclosed Audited Financial Statements for preceding five (5) Financial Years	Yes*/No*

Note: *Strike off the part which are not applicable

Date:

Name of the Chartered Accountant
Name of authorized signatory
Signature:
Seal:

ANNEX – III C

(On the Letterhead of the Banker)

Date:

BANKER’S CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing. If the contract for this work, namely (*name of the work*) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet the working capital requirements for executing the above contract.

Name of the Banker
Name of authorized signatory
Signature:
Seal:

ANNEX – III D

(On the Letterhead of the Tenderer)

Sl. No.	Particulars						
1.	Value of completed project costing at-least Rs. 506 crores towards establishing grid connected ground mounted mega scale solar PV project in the last Five (5) years (i.e., 2018-19 to 2022-2023).						
	Year	Name of Bidder	Description of work	Value of completed cost in Rs crores	Name of DISCOM	Date of LOA	Actual Date of completion
	2018-19						
	2019-20						
	2020-21						
	2021-22						
	2022-23						
2.	Details of works which Tenderer/consortium member has established and commissioned at least one work of 80MW ground mounted grid connected (GMGC) solar PV project with Transmission Line in the last Five (5) years (i.e., 2018-19 to 2022-2023) and shall be in satisfactory service for a minimum period of One(1) year prior to date of submission of the Tender.						
	Year	Name of Bidder	Description of work	Awarded Capacity in MW for Solar PV Project GMGC	Name of DISCOM	Date of LOA	Actual Date of completion
	2018-19						
	2019-20						
	2020-21						
	2021-22						
	2022-23						
3.	Details of works which Tenderer/consortium member has commissioned or is under construction at least 10 MW Battery Energy Storage System at single location in the last Five (5) years (i.e., 2018-19 to 2022-2023).						
	Year	Name of Bidder	Description of work	Awarded Capacity in MW and MWh for Battery Energy	Name of DISCOM	Date of LOA	Actual /proposed Date of completion

				Storage system			
	2018-19						
	2019-20						
	2020-21						
	2021-22						
	2022-23						

Signature of the Authorized Signatory
Name of the Authorized Signatory

ANNEX IV

**Format for Certificate from Chartered Accountant//Independent Auditor for Group Business Entity
(On the Letterhead of the Chartered Accountant)**

Date

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ - (Name of Tenderer) and M/s _____ and certify that M/s _____ is a Group Business Entity as defined in the IFT Document issued by KREDL for Solar Along with Battery Energy Storage System Project in the State of Karnataka.

The details of the shareholding not more than seven (7) days from the date of submission of Technical Tender are as follows.

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

It can be noted that the Tenderer shall not be allowed to change the shareholding structure until the completion of first year anniversary of the commercial operations date of the Project:

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

Signature and Seal of the Chartered Accountant clearly indicating his/her membership number

ANNEX – V

Statement of Legal Capacity

(To be on the letterhead of the Tenderer/ 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 Tender) satisfy the terms and conditions laid out in the IFT 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 IFT. 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 Tenderer)

We hereby certify and confirm that in the preparation and submission of our Tender for the **Development of 100MW (AC) Solar along with 130MWh Battery Energy Storage System Project at Kalaburgi District of Karnataka**, we have not acted in concert or in collusion with any other Tenderer 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 Tender.

Dated thisDay of, (month/year)

.....
(Name of the Tenderer)

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

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

Note:

1. On the Letterhead of the Tenderer

**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 Rs.200/-)

Anti-Blacklisting Affidavit

We, 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 _____(Tender Due Date).

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

Dated thisDay of, 20....

Name of the Tenderer

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 Tenderer

I/We hereby Declare information of all the entities holding 15% or more shareholding in the Tenderer, 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 Tenderer (Differentiate between Foreign Shareholding and Domestic Shareholding):

(Information on shareholding not more than seven (7) days from the date of submission of Technical Tender).

SI. No	Name of the Shareholder	Domestic Share holder	Foreign Share holder	Percentage of Share holding
3.				
4.				
...				

Yours faithfully,
(Signature of the Authorised signatory)

Note: If no entity is holding more than 15%, then the format shall be uploaded stating “Not Applicable”

ANNEX-IX

Information to be Furnished by the Tenderer in Ms Excel Format

Information and details to be furnished from the tenderer 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 Tenderers including its Group Business Entity(ies) whose Financial Capacity is claimed by the Tenderer
3. Technical and Financial Capacity

ANNEX X

Format for “NO DEVIATION CERTIFICATE” certifying that the Tendering Entity has not taken any deviation

(On the Letter head of the Tendering Entity – Single Business Entity or Lead Member of the consortium)

No Deviation Certificate

I/ We, M/s. (Single Business Entity and/or Group Business Entity and/or Lead Member and/or Other Members – *as applicable*), (the names and addresses of the registered office) hereby certify and confirm that we have read the clauses and provisions of the IFT, draft PPA and draft LSLA, amendments, addendums & clarifications issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions:

Declaration of deviation considered by the Tendering entity, if any:

Name of the conditions	Reference clause no.	Deviation considered
Electronic Tendering System fee of RS.25,000/-		
Tender Security for INR 5,63,00,000/-		
APPENDIX - I Letter of Tender		
ANNEX - I Details of Tenderer		
ANNEX-II(A) (Declaration of adopting indigenous module and cells)		
ANNEX-II(B) (Format for Declaration by the Tenderer for the proposed technology)		
ANNEX-II(C) (Format for Technical Capacity)		
ANNEX - III Financial Capacity of the Tenderer		
ANNEX - III A Format for Certificate from Chartered Accountant/ Independent Auditor for Financial Capacity of the Tenderer for Networth		
ANNEX - III B Annual Turnover of Tenderer		
ANNEX - III C		

Name of the conditions	Reference clause no.	Deviation considered
Bankers Certificate		
ANNEX - III D Works Execution Certificate		
ANNEX - IV Format for Certificate from Chartered Accountant/ Independent Auditor for Group Business Entity		
ANNEX - V Statement of Legal Capacity		
ANNEX - VI Anti-Collusion Certificate		
ANNEX - VII Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted		
ANNEX - VIII Declaration of Shareholding Pattern of the Tenderer		
ANNEX - IX Information to be Furnished by the Tenderer in MS Excel Format		
ANNEX - X No Deviation Certificate		
ANNEX – XI Certification for not availing/ to avail subsidy/ grant/ CFA from MNRE and/or any other State Government and/or any other Central Government)		
ANNEX – XII Eligibility clauses in respect of restrictions on procurement from a bidder of a country which shares a land border with India		
ANNEX - XIII Restrictions on sourcing of equipments/materials by the bidder from a vendor of a country which shares a land border with India		
APPENDIX - II Power of Attorney for signing of Tender		
APPENDIX - III Power of Attorney for Lead Member of Consortium		
APPENDIX - IV Bank Guarantee for Tender Security		

Name of the conditions	Reference clause no.	Deviation considered
APPENDIX - V Joint Tendering Agreement		
APPENDIX-VI Land Details		
Annex A to Appendix VI Layout of Identified Land Parcel		
APPENDIX-VII Substation Details		
APPENDIX – VIII Special instructions to Tenderers for e-Tendering		
APPENDIX – IX NEEGG		
Draft PPA		
Draft LSLA		

Instruction for the above table: Please mention “No deviation considered” against each line item in case the Tenderer is not proposing deviation whatsoever to any of the clauses and provisions of the IFT, draft PPA and draft LSLA”). ***The Tendering Entity shall be considered as Non-Responsive in case this ANNEX – X is not uploaded by the Tendering Entity.***

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

Dated thisDay of, 20....

Name of the Tenderer

Signature of the Authorised person

Name of the Authorised Person

ANNEX XI

(On the Letter head of the Tendering Entity – Single Business Entity or Lead Member of the consortium)

(Certification for not availing/ to avail subsidy/ grant/ central financial assistance from MNRE and/or any other State Government and/or any other Central Government)

This is to certify that we, [insert the name of the Tenderer] have applied for the installation of solar or battery energy storage system projects on either land or rooftop or floating area or canal top or combination of either of the above for the Project to be implemented at a location within the geographical boundary of the respective Talukas/ Legislative Constituencies of Karnataka for participating under this IFT and we have not availed any subsidy/ grant/ central financial assistance from Ministry of New and Renewable Energy (MNRE) and/or any other State Government and/or any other Central Government, in this regard.

We hereby further also agree not to claim any subsidy/ grant/ central financial assistance either from MNRE and/or any other State Government and/or any other Central Government for the same. In case it is found that we have availed any subsidy/ grant/ central financial assistance from MNRE and/or any other State Government and/or any other Central Government then KREDL, at its own discretion, can cancel all the capacities quoted in our Tenders and the Tender Security/ Performance Security (if any) as submitted by us can also be forfeited. Further, KREDL can blacklist us for participating in any further Tender in KREDL up to the level of participating in any tender for Government of Karnataka.

Signature of the Tenderer:

Date & Place:

(On the Letter head of the Tendering Entity – Single Business Entity or Lead Member of the consortium)

ELIGIBILITY CLAUSES IN RESPECT OF RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Sl. No.	ELIGIBILITY CLAUSES
1	Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
1.1	“Bidder” (including the term ‘tenderer’, consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
1.2	“Bidder from country which shares a land border with India” for the purpose of this Order means:-
	a. An entity incorporated, established or registered in such a country; or
	b. A subsidiary of an entity incorporated, established or registered in such a country; or
	c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
	d. An entity whose <i>beneficial owner</i> is situated in such a country; or
	e. An Indian (or other) agent of such an entity; or
	f. A natural person who is a citizen of such a country; or
	g. A consortium where any member of the consortium falls under any of the above.
1.3	I. The <i>beneficial owner</i> for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. “Controlling ownership interest’ means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
	(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
	(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
“Transfer of Technology” means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade, Government of India and the interpretation of the Committee shall be final).
“Specified Transfer of Technology” means a transfer of technology in the sectors and/ or technologies, specified in paragraph 14 of G.O No.FD455 Exp-12 2020 Bengaluru dated 01.04.2023 of GoK. , occurring on or after 25.08.2020
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
The Registration from the Competent Authority shall be valid at the time of Submission of Bid and at the time of acceptance of Bid.
If the Bidder was validly registered at the time of Acceptance/Placement of order, Registration shall not be a relevant consideration during Contract execution.
Certificates/Undertakings to be furnished by the Bidder and Consortium Partner(In case of Consortium) as per G.O No.FD455 Exp-12 2020 Bengaluru dated 01.04.2023 of GoK.
A certificate for having read the above clauses is required to be submitted/uploaded by the tenderer separately in the following format: <i>“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”</i>
IN CASES WHERE SUB CONTRACTING IS PROVIDED: Deleted
A certificate for having read the above clauses is required to be submitted/uploaded by the tenderer separately in the following format: a. I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor does not have any TOT arrangement requiring registration with the competent authority. OR I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor

A certificate for having read the above clauses is required to be submitted/uploaded by the tenderer separately in the following format:

- a. I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor does not have any TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor has valid registration to participate in this procurement.

Note:

As per GOK circular dated 10.03.2021 and 29.03.2021 regarding Registration with Competent Authority, the following are the clarifications:

- i) A Bidder is permitted to procure raw material, components, sub-assemblies etc., from the vendors from the countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".*
- ii) However, in case a bidder has proposed to supply finished goods, procured directly /indirectly from the vendors from the countries sharing land border with India, such vendors will be required to be registered with the Competent Authority.*
- iii) Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, are exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12/2020, Bengaluru, dated: 28.08.2020.*

Signature of the Tenderer:

Date & Place:

(On the Letter head of the Tendering Entity – Single Business Entity or Lead Member of the consortium)

RESTRICTIONS ON SOURCING OF EQUIPMENTS/MATERIALS BY THE BIDDER FROM A VENDOR OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

The Vendors of the equipments/materials proposed to be supplied to the subject work shall meet the eligibility clauses specified regarding restrictions on procurement from a bidder of a country which shares a land border with India as specified in Annexure- XVI of the tender document. The Bidder shall source the equipments/materials only from such Vendors who meet the clauses specified in the Annexure- XVI.

A certificate is to be submitted/uploaded by the Bidder agreeing to source the equipment/material for the work from the Vendors who meet the eligibility clauses regarding restrictions on procurement from a country which shares a land border with India separately in the following format:

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

Note:

As per GOK circular dated 10.03.2021 and 29.03.2021 regarding Registration with Competent Authority, the following are the clarifications:

- i) *A Bidder is permitted to procure raw material, components, sub-assemblies etc., from the vendors from the countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”.*
- ii) *However, in case a bidder has proposed to supply finished goods, procured directly /indirectly from the vendors from the countries sharing land border with India, such vendors will be required to be registered with the Competent Authority.*
- iii) *Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, are exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12/2020, Bengaluru, dated: 28.08.2020.*

Signature of the Tenderer:

Date & Place:

APPENDIX – II

Power of Attorney for signing of Tender (To be executed on Stamp paper of Rs.200/-)

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 Tender for the **Development of 100MW (AC) Solar Project along with 50MW/130MWh Battery Energy Storage System in Kalaburgi District of Karnataka as per IFT no. _____ dated _____**, proposed by the Karnataka Renewable Energy Development Limited (the “KREDL”) including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderers' 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 Tender, and generally dealing with KREDL in all matters in connection with or relating to or arising out of our Tender for the said Project and/or upon award thereof to us and/or till the entering into the PPA with the ESCOM.

The Project proposed by us are:

SI. No	Proposed Solar Technology	Proposed Capacity
1.		

SI. No	Proposed Battery Energy Storage System Technology	Proposed Capacity
1.		

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)*
- *Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a Board resolution, power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*
- *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 Tenderers 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 Appostille certificate.*

APPENDIX – III

Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of Rs.200/-)

Whereas the Karnataka Renewable Energy Development Ltd. (“KREDL”) has invited Tenders from qualified parties for the **“Development 100MW (AC) Solar Project along with 130MWh Battery Energy Storage System in Kalaburgi District of Karnataka”** (“the Project”).

Whereas, _____, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in tendering for the Project in accordance with the terms and conditions of the Invitation for Tender 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 Tender 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 Tendering 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 Tender for the Project, including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderers’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Tender 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 Tender for the Project and/ or upon award thereof till the PPA is entered into with KREDL.

The Project proposed by us are:

SI. No	Proposed Solar Technology	Proposed Capacity
1.		

SI. No	Proposed BESS Technology	Proposed Capacity
1.		

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 Tenderer 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 Tenderer.*
- *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 Tenderers 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 Appostille certificate.

APPENDIX – IV

Bank Guarantee for Tender Security (To be executed on Stamp paper of Rs.200/-)

B.G. No.

Dated:

- 1 In consideration of you, _____, having its office at _____, (hereinafter referred to as “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of _____ [a Company registered under provision of the Companies Act, 1956/2013 or equivalent law abroad] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, “**Development 100MW (AC) Solar Project along with 130MWh Battery Energy Storage System in an Identified Land Parcel and Substation at Kalaburgi District of Karnataka**” (hereinafter referred to as “the Project”) pursuant to the IFT Document dated [*****] issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tendering 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 Tenderer, do hereby in terms of Clause of the IFT, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tendering Documents (including the IFT Document) by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to Authority an amount of INR 4,00,00,000 (Four crore Rupees) as tender security (hereinafter referred to as the “tender Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tendering Documents.
- 2 Any such written demand made by Authority stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tendering 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 without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of Authority is disputed by the Tenderer or not merely on the first demand from Authority stating that the amount claimed is due to Authority by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tendering Documents including failure of the said Tenderer to keep its Tender open during the Tender Validity Period as set forth in the said Tendering 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 Tender Due Date inclusive of a claim period of 45 (Forty Five) days or for such extended period as may be mutually agreed between Authority and the Tenderer, 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 Authority shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tendering Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender Validity Period set forth in the said Tendering Documents, and the decision of Authority that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority 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 Tendering Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tendering Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tendering Documents or the securities available to Authority, and the Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Tenderer or by any change in the constitution of Authority 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 Authority to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Tenderer 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 Authority 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 Tendering Agreement

(To be executed on Stamp paper of Rs.500/-)

(Refer Clause 2.4)

THIS JOINT TENDERING 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)

The above mentioned parties of the FIRST and SECOND 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 Tenders (the “Tenders”) by its Invitation for Tenders dated(the “IFT”) for selection of tenderers for **“Development 100MW (AC) Solar Project along with 130MWh Battery Energy Storage System in an Identified Land Parcel and Substation at Kalaburgi District of Karnataka”** (the “Project”) through public private partnership.
- B. The Parties are interested in jointly tendering for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the IFT document and other tender documents in respect of the Project.

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

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 IFT.

2. Consortium

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

The Parties hereby undertake to participate in the Tendering 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 Tenderer 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 ESCOM, LSLA with KREDL and for performing all its obligations as the Developer in terms of the PPA and LSLA 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 Tendering Process and until the Financial Closure is met under the PPA when all the obligations of the SPV shall become effective and;
- b) {Party of the Second Part shall be _____ and }

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 IFT 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:

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 ongoing 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 Tenderer is not pre-qualified or upon return of the tender Security by KREDL to the Tenderer, as the case may be.

10. Miscellaneous

This Joint Tendering 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 Tendering 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 Tendering 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 Tendering 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

Details of Identified Land Parcels

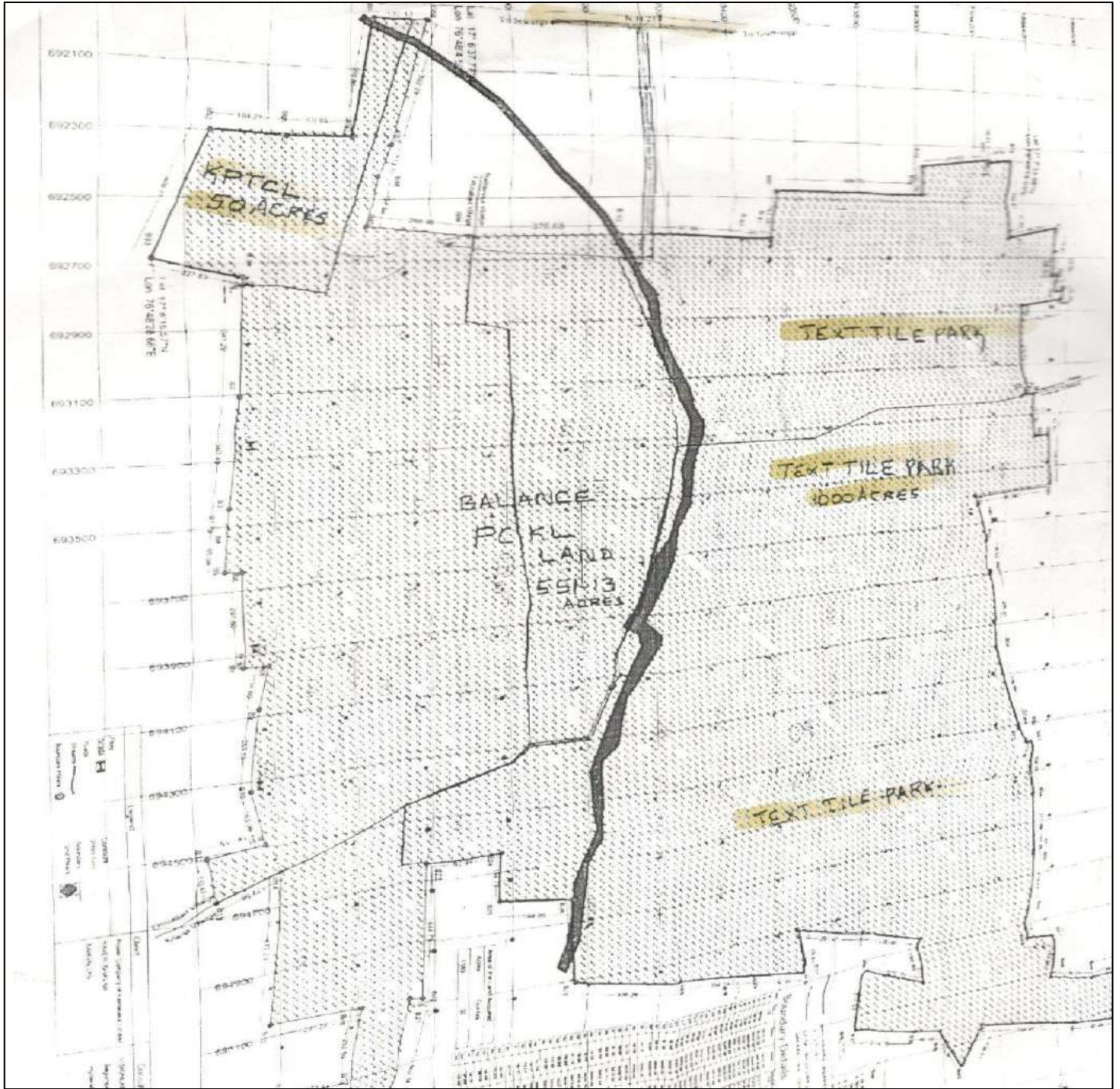
SI No	Parameters	Details
1	Location	Village: Nadisinuru, Firozabad, Kiranagi Taluk: Kalaburgi District: Kalaburgi
2	Coordinates	17O 6' 44.96"N, 76O 49' 10.46"E
3	Land Area	551 Acres 13 Guntas
4	Land Parcel Layout	Attached as Annex A of Appendix VI
5	Land Allocation	On long term sub lease basis with successful tenderer
6	Land Sub Lessor	KREDL, GoK
7	Land Sub Lease Charges	INR 22,000 per acre per annum + applicable GST, with an escalation of INR 1,100 per acre per annum once in every 2 years.
8	Land Sub Lease Period	28 Years
9	Land Sub Lease Start Date	Date of signing of Land Sub Lease agreement

Schedule for Land Sub Lease Charges

Sl No	Year	Annual land lease rent payable by successful tenderer to KREDL in INR per acre per annum (INR/acre/annum) excluding GST	Taxes
1	1	22000	Applicable GST
2	2	22000	Applicable GST
3	3	23100	Applicable GST
4	4	23100	Applicable GST
5	5	24200	Applicable GST
6	6	24200	Applicable GST
7	7	25300	Applicable GST
8	8	25300	Applicable GST
9	9	26400	Applicable GST
10	10	26400	Applicable GST
11	11	27500	Applicable GST
12	12	27500	Applicable GST
13	13	28600	Applicable GST
14	14	28600	Applicable GST
15	15	29700	Applicable GST
16	16	29700	Applicable GST
17	17	30800	Applicable GST
18	18	30800	Applicable GST
19	19	31900	Applicable GST
20	20	31900	Applicable GST
21	21	33000	Applicable GST
22	22	33000	Applicable GST
23	23	34100	Applicable GST
24	24	34100	Applicable GST
25	25	35200	Applicable GST
26	26	35200	Applicable GST
27	27	36300	Applicable GST
28	28	36300	Applicable GST

Note: Along with the above annual land lease rent, the successful tenderer shall also pay applicable GST as imposed by Central/State Govt's., from time to time to KREDL.

Annex A of Appendix VI
Land Parcel Layout



Appendix VII

Details of Identified Substation

SI No	Parameters	Details
1	Transmission Utility	KPTCL (STU)
2	Substation Name	Firozabadh, Kalaburagi
3	Substation voltage ratio	400/220 kV
4	Delivery Point for Proposed 100MW Solar Plant	220kV Side of 400/220kV
5	Approximate Distance between Identified Land Parcel and Substation	Less than 2.00 KM
6	Charges and Losses	Charges and losses up to the Delivery Point shall have to be borne by the tenderer.

APPENDIX – VIII

Special instructions to Tenderers for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Tenderers’, as given in these Tender Documents. Submission of Online Tenders is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL)* has decided to use the portal <https://www.bharat-electronictender.com> through ISN Electronic Tender Services Private Limited (referred as ISN-ETS). This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender[®]. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System[®] (ETS).

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

Instructions

Tender Tendering Methodology:

Sealed Tender System

- *Single Stage Two Envelope*

Auction

The sealed tender system would be followed by an ‘e-Reverse Auction’.

Broad Outline of Activities from Tenderer’s Perspective:

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on Electronic Tender System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - Query to *KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL)* (Optional)
 - View response to queries posted by *KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL)*
8. Tender-Submission on ETS

9. Attend Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Tender-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to *KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL)* Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e., Financial-Part).
(Only for Technical Responsive Tenderers)
12. Participate in e-Reverse Auction on ETS.

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

Digital Certificates

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

Registration

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

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

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072</i> [Between 9:00 am to 6:00 pm IST on all working days]
E-mail ID	<u>support@isn-ets.com</u> [Please mark CC: support@electronictender.com]

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL) Contact	
KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL) Contact Person	<i>Assistant General Manager, Solar section</i>
Telephone/ Mobile	<i>9980940988 [between 10:00 hrs to 17:30 hrs on working days]</i>
E-mail ID	<i>agm.sgkredl@gmail.com, tosgkredl@gmail.com</i>

Some Tendering related Information for this Tender (Sealed Tender)

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

- Online Payment of Applicable ETS Tendering-Fee
Note: Failure to pay this amount will result in rejection of the tender.
- Submission of Tender-Parts/ Envelopes
 - *Technical-Part*
 - *Financial-Part*
- Submission of information pertaining tender Security
- Submission of digitally signed copy of Tender Documents/ Addendum

Note: The Tenderer should also upload the scanned copies of all the above mentioned original documents as Tender-Annexures during Online Tender-Submission.

Special Note on Security and Transparency of Tenders

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Tender Submission some security related aspects are outlined below:

As part of the Electronic Encrypter[®] functionality, the contents of both the 'Electronic Forms[®]' and the 'Main-Tender' are securely encrypted using a Pass-Phrase created by the Tenderer himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Tender-Part. This method of tender-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for tender-encryption. Tender-encryption in ETS is such that the Tenders cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. This is an additional reason why a Tenderer using ETS need not take the risk of trying to submit his tender near the 'Last Date and Time o Receipt of Tenders', and can comfortably do so well in advance.

CAUTION: All tenderers must fill Electronic Forms[®] for each tender-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms[®] and the corresponding Main-Tender. If it is found during the Online Public TOE that a tenderer has not filled in the complete information in the Electronic Forms[®], the TOE officer may make available for downloading the corresponding Main-Tender of that tenderer at the risk of the tenderer. **If variation is noted between the information contained in the Electronic Forms[®] and the ‘Main-Tender’, the contents of the Electronic Forms[®] shall prevail.** Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g., the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g., the lower price) for the purpose of payment in case that tenderer is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Tender-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each tenderer during the TOE itself, when demanded by the concerned Tender Opening Officer.

Submission of Pass Phrase in EKB: The tenderer shall make sure that the Pass-Phrase to decrypt the relevant Tender-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the corresponding deadline of Tender Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED (KREDL)

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of tenderers can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

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

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

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

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

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

Some Tendering Related Information for this Tender (e-Reverse Auction)

E-Reverse Auction would be conducted after the opening of the Prequalification/ Financial-Part.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1	Date and Time of Reverse-Auction Tendering Event	After evaluation of Techno-Commercial Tenders and Price Tenders, date and time of start of E-Reverse Auction shall be intimated through email to all the Eligible Tenderers who have submitted their Tenders
2	Duration of Reverse-Auction Tendering Event	The maximum allowable time duration for E-Reverse Auction shall be for a period of one (1) hour from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process.
3	Automatic extension of the ‘e-Reverse Auction Closing Time’, if last tender received is within the last five (5) minutes of the ‘Pre-defined Time-Duration’ before the ‘Reverse-Auction Closing Time’	Yes
3.1	Pre-defined Time-Duration	Fifteen (15) Minutes
3.2	Automatic extension Time-Duration	Five (5) Minutes
3.2	Maximum number of Auto-Extension	Nine (9) Automatic Extension
4	Entity – Start-Price	Tariff quoted by the tenderers in Price Tender
5	Minimum Tender-Decrement	0.01per kWh

Other Instructions

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR TENDERERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Tenders'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e., a department within the Supplier/ Tenderer Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Tenderer Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e., its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your tenders well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

Note: Tender-submission in ETS can consist of submission of multiple tender-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a tender in an e-tendering scenario takes place if all the required tender-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of tendering. ETS/ Service Provider is not responsible for what happens at an end-user's end, or

while a submission made by an end-user is in transit, until the submission is successfully ‘received and validated’ in ETS.

6. It is the responsibility of each tenderer to remember and securely store the Pass-Phrase for each Tender-Part submitted by that tenderer. In the event of a tenderer forgetting the Pass-Phrase before the expiry of deadline for Tender-Submission, facility is provided to the tenderer to ‘Annul Previous Submission’ from the Tender-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your tender available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Tender-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Tender-Submission Overview Page' only if the ‘Status pertaining overall Tender-Submission’ is ‘Complete’.

NOTE:

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

Additional DO’S AND DON’TS FOR TENDERERS Participating in e-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e., its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each tenderer to thoroughly read the ‘rules and related criterion’ for the e-Reverse Auction as defined by the Buyer organization.
4. Tenderer shall pay the applicable ETS Tender Application Fee well in advance of the start of e-Reverse Auction tendering.
5. During an e-auction, it is recommended that a tenderer submits a tender well before the scheduled time of ‘Date and Time of Closure of Reverse-Auction’. Submission of a tender near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the tenderer’s end, slow running of computer at tenderer’s end, nervousness of the tenderer in the last few seconds, etc. This could lead to delay in submission of data from the tenderer’s computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of tender submission. Further, please note that a tender can be submitted even if the tendering-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Tender in an e-auction scenario takes place if the tender is successfully ‘received and validated’ in the system (ETS) within the scheduled date and time of closure of tendering. ETS/ Service Provider is not responsible for what happens at an end-user’s end, or while a submission made by an end-user is in transit, until the submission is successfully ‘received and validated’ in ETS.

6. It is important to digitally-sign your 'Final tender' after the end of e-Reverse Auction tendering event.

Minimum Requirements at Tenderer's End

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode
Digital Certificate(s)

Vendors Training Program (Optional)

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

Vendors Training Charges (Per Participant)	INR 5,000/- (plus GST @ 18.00 %)
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Appendix IX - NEEGG for the 100 MWac Solar Project along with 50 MW for 2 Hour (Min. 130 MWh) Battery Energy Storage System Project

Table 1: BREAK-UP OF NEEGG FOR 100 MW (AC)Solar PV Project & 50 MW for 2 Hour (Min. 130 MWh) BESS Project in MU

Sl No	Head	Total Generation from 100MWac SPV Project (A)	Guaranteed Energy Evacuation from Battery Energy Storage System. (B)	Guaranteed Energy Evacuation from SPV Project. C	Total NEEGG D
1	NEEGG for First Year	217.002	35.77925	174.2677	210.047
2	NEEGG for Second Year	215.8084	34.70587	174.3562	209.0621
3	NEEGG for Third Year	214.6215	33.6647	174.4128	208.0775
4	NEEGG for Fourth Year	213.4411	32.65476	174.4387	207.0934
5	NEEGG for Fifth Year	212.2672	32.16493	173.8498	206.0147
6	NEEGG for Sixth Year	211.0997	31.68246	173.2586	204.941
7	NEEGG for Seventh Year	209.9386	31.20722	172.6652	203.8724
8	NEEGG for Eighth Year	208.784	30.73912	172.0696	202.8087
9	NEEGG for Nineth Year	207.6357	30.27803	171.472	201.75
10	NEEGG for Tenth Year	206.4937	29.82386	170.8725	200.6963
11	NEEGG for Eleventh Year	205.358	29.3765	170.2711	199.6476
12	NEEGG for Twelevth Year	204.2285	28.93585	169.6679	198.6037
13	NEEGG for Thirteenth Year	203.1052	28.50182	169.063	197.5649

14	NEEGG for Fourteenth Year	201.9881	28.07429	168.4566	196.5309
15	NEEGG for Fifteenth Year	200.8772	27.65317	167.8486	195.5018
16	NEEGG for Sixteenth Year	199.7724	27.23838	167.2392	194.4776
17	NEEGG for Seventeenth Year	198.6736	26.8298	166.6285	193.4583
18	NEEGG for Eighteenth Year	197.5809	26.42735	166.0165	192.4438
19	NEEGG for Nineteenth Year	196.4942	35.77925	153.76	189.5392
20	NEEGG for Twentieth Year	195.4135	35.24256	153.3203	188.5628
21	NEEGG for Twenty first Year	194.3387	34.71392	152.8769	187.5908
22	NEEGG for Twenty Second Year	193.2699	34.19321	152.43	186.6232
23	NEEGG for Twenty Third Year	192.2069	33.68032	151.9796	185.6599
24	NEEGG for Twenty Fourth Year	191.1498	33.17511	151.5259	184.701
25	NEEGG for Twenty Fifth Year	190.0984	32.67749	151.0689	183.7464
	Total	5081.6473	785.1992	4143.8160	4929.0152

*Note:

- 1) Bidder has to provide undertaking by signing this page that they agree and confirm to provide NEEGG as mentioned above and Separate Metering arrangement shall be provided for PV Part and BESS.
- 2) Bidder has to maintain minimum NEEGG as per the Column B and C of Table 1 for Solar PV Project at Solar Plant end feeder level and interconnection level for BESS respectively, failing which the penalty as per PPA terms shall be payable.
- 3) Bidder has to design the MW Scale solar plant and BESS such that it must meet the NEEGG for 25 years as per Table 1.
- 4) Charging of BESS from grid is not allowed in case of degradation of solar plant or BESS . If any power is withdrawan from the GRID, then withdrawal energy shall be deducted from the net export energy for the calculation of NEEGG.

Schedule 1

Technical Parameter of PV Module and Various Other Components for Use in Grid Connected Solar Power Plants

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

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

1. SPV Modules

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

Crystalline Silicon Solar Cell Modules	IEC 61215, IEC 61730
Thin Film Modules	IEC 61646

1.2 In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. Power Conditioners/Inverters

The Power Conditioners/Inverters of the SPV power plant must conform to the latest edition of IEC/ equivalent Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

5. Warranty

PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)

- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, 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.

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. Performance Monitoring

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather and simultaneously measure the generation of DC power as well as AC power generated from the plant.

They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules

The developers will comply with the requirements under Hazardous & other Waste (Management and Trans boundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ non repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

Schedule 2

Technical Parameters of BESS, BESS Characterization and Performance Parameters

A. Codes and Standards

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

Standard	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd / NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	

UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
Power Conditioning Unit Standards for BESS		
IEC 62909-1	Bi-directional grid connected power converters - Part 1: General requirements	
IEC 62909-2 (if applicable)	Bi-directional grid-connected power converters - Part 2: Interface of GCPC and distributed energy resources	
IEC 61683 Ed.1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency	
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments	
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments	
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures	
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold	
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat	
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature	
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)	

B. General Specifications

- 1. Identification and Traceability:** Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

2. **Other Sub-systems/Components:** Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.
3. **Fire Protection:** The BSSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the BSSD shall also obtain thermal runaway characterization of the battery storage systems.
4. **Authorized Test Centres:** Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.
5. **Warranty:** BSSD shall procure performance guarantees to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

C. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a. The BSSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to the concerned authorities/organizations on line and/or through a report on regular basis every month for the entire duration of contract.
- b. The Developers shall provide access to the concerned authorities/organisations or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- c. All data shall be made available as mentioned above for the entire duration of the Contract.
- d. The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the concerned authorities/organisations. This time series data shall be available from the Project SCADA system to facilitate monitoring

and should include among others as stated before, parameters to facilitate daily, monthly and annual report for performance monitoring.

- e. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

D. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BSSD shall ensure that all Unit Battery modules from the plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2016” notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

Schedule 3

Ceiling Tariff to the Tenderers

The ceiling tariff to be considered by the tenderers shall be INR 5.66 per unit. In case the Tenderer quotes the Effective Tariff higher than the ceiling of INR 5.66 per unit, such Tenders submitted by the Tenderer shall be summarily rejected by KREDL.

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: Selection of developer through tariff based competitive bidding process for establishing ground mounted grid connected 100MW_{AC} Solar Photovoltaic Project along with 130MWh Battery Energy Storage System in an identified land parcel along with accessories and interconnection at 220kV level of 400/220kV Firozabad, KPTCL substation in Kalaburgi District.

To: Karnataka Renewable Energy Development Limited
Address : KREDL, Head Office Bangalore
#6/13/1, 10th Block, 2nd Stage
Nagarabhavi, Bangalore-560072

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the effective tariff of _____ [*in figures*]
(_____) [*in letters*].¹

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: _____

Letter of Acceptance/Letter of Award

(letterhead paper of the Employer)

_____ [date]

To: Karnataka Renewable Energy Development Limited
KREDL, Head Office Bangalore
#6/13/1, 10th Block, 2nd Stage
Nagarabhavi, Bangalore-560072

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the Works described above in accordance with the Instructions to Tenderers of IFT and Conditions of Contract accompanying this Tender for the effective tariff of Rs. _____ [in figures] (_____) [in letters].² is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security Deposit in terms of Clause 29 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of INR. _____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite performance security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement/PPA for the construction of _____ a Tender Price of INR. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Deleted

SECTION 5: CONDITIONS OF CONTRACT

As per draft Power Purchase Agreement (PPA) provided as Vol II

SECTION 6: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

To: _____ [BESCOM]
_____ [address of BESCOM]

WHEREAS _____ [name and address of Successful Tenderer] (hereinafter called "Developer") has undertaken, in pursuance of Tender No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Developer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Developer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Developer, up to a total of INR. _____ [amount of guarantee]

³ Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]⁴ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be having validity up to twelve (12) months from the Scheduled Commissioning Date as per PPA.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____
