
TORRENT POWER LIMITED

Request for Selection (RfS) document
for

Selection of RE Developer for Supply of 200 MW Firm and Dispatchable RE Power
from RE Projects with Energy Storage System (ESS) and with Greenshoe Option up
to 100 MW in India under tariff based competitive bidding

RfS No. TPL/FDRE/01/2025 dated 8th August 2025

Tender Search Code: TPL-2025-TN000001

Issued By:



Torrent Power Limited
Naranpura Zonal Office, Sola Road, Naranpura, Ahmedabad 380013

Website: www.torrentpower.com

Disclaimer:

Torrent Power Limited (TPL-D) reserves the right to modify, amend or supplement this RfS document including the draft PPA.

While this RfS has been prepared in good faith, neither TPL-D nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Torrent Power Limited reserves the right to reject any or all bids without assigning any reason and without any liability.

Place: Ahmedabad

Date:

Bid Information Sheet

Document Description	Request for Selection (RfS) of RE Developer for Supply of 200 MW Firm and Dispatchable RE Power from RE Projects with Energy Storage System (ESS) and with Greenshoe Option up to 100 MW in India under tariff based competitive bidding
RFS No.& Date	RfS No. TPL/FDRE/01/2025 dated 8 th August 2025
Downloading of tender documents	From 1700 hours of 8 th August 2025 Till: 1600 hours of 30 th August 2025
Pre-bid Meeting	Date: 19 th August 2025 Time: 1100 hours Venue: Virtual Interested Bidders are required to get themselves registered through e-mail (powerpurchase@torrentpower.com) on or before 18 th August 2025 (only two representatives of each prospective Bidder can attend the Pre-Bid Conference) Further, interested Bidders are requested to forward their queries (if any) to TPL-D through email as per Format 5.11 of this RFS on or before 1700 hours of 14 th August 2025
Last date & Time for a) Online Submission of Response to RFS and b) All documents required to be submitted physically at TPL-D's office, Ahmedabad	Date: 30 th August 2025 Time: 1700 hours
Technical Bid Opening	Date: 01 st September 2025 Time: 1000 hours
Financial Bid Opening and e-Reverse Auction	Date: 03 rd September 2025 Time: 1000 hours followed by e-Reverse Auction

Cost of RfS document (non-refundable)	<p>Rs. 25000/- plus 18% GST (to be submitted in the form of DD/Pay Order along with the response to RfS in favour of “Torrent Power Limited”, payable at Ahmedabad).</p> <p>For reference, the details of TPL-D are as under: GST No: 24AACCT0294J1ZC PAN: AACCT0294J</p> <p>Bidders can also pay fees via NEFT/RTGS and provide the details via email (powerpurchase@torrentpower.com) and along with response to RFS. The bank details are as under:</p> <table border="1" data-bbox="570 621 1360 863"> <tr> <td>Full name</td><td>Torrent Power Limited</td></tr> <tr> <td>Bank name</td><td>Bank of Baroda</td></tr> <tr> <td>Branch name</td><td>Ashram Road, Ahmedabad 380009</td></tr> <tr> <td>Account Number</td><td>08490200001946</td></tr> <tr> <td>Account type</td><td>Current Account</td></tr> <tr> <td>Beneficiary Bank's IFSC</td><td>BARB0ASHRAM</td></tr> </table>	Full name	Torrent Power Limited	Bank name	Bank of Baroda	Branch name	Ashram Road, Ahmedabad 380009	Account Number	08490200001946	Account type	Current Account	Beneficiary Bank's IFSC	BARB0ASHRAM
Full name	Torrent Power Limited												
Bank name	Bank of Baroda												
Branch name	Ashram Road, Ahmedabad 380009												
Account Number	08490200001946												
Account type	Current Account												
Beneficiary Bank's IFSC	BARB0ASHRAM												
Processing Fee (non-refundable)	<p>Rs. 3 Lakhs plus 18% GST (to be submitted in the form of DD/Pay Order along with the response to RFS in favour of “Torrent Power Limited”, payable at Ahmedabad)</p> <p>For reference, the details of TPL-D are as under: GST No: 24AACCT0294J1ZC PAN: AACCT0294J</p> <p>Bidders can also pay fees via NEFT/RTGS and provide the details via email (powerpurchase@torrentpower.com) and along with response to RFS. The bank details are as under:</p> <table border="1" data-bbox="570 1314 1360 1556"> <tr> <td>Full name</td><td>Torrent Power Limited</td></tr> <tr> <td>Bank name</td><td>Bank of Baroda</td></tr> <tr> <td>Branch name</td><td>Ashram Road, Ahmedabad 380009</td></tr> <tr> <td>Account Number</td><td>08490200001946</td></tr> <tr> <td>Account type</td><td>Current Account</td></tr> <tr> <td>Beneficiary Bank's IFSC</td><td>BARB0ASHRAM</td></tr> </table>	Full name	Torrent Power Limited	Bank name	Bank of Baroda	Branch name	Ashram Road, Ahmedabad 380009	Account Number	08490200001946	Account type	Current Account	Beneficiary Bank's IFSC	BARB0ASHRAM
Full name	Torrent Power Limited												
Bank name	Bank of Baroda												
Branch name	Ashram Road, Ahmedabad 380009												
Account Number	08490200001946												
Account type	Current Account												
Beneficiary Bank's IFSC	BARB0ASHRAM												
EMD	<p>Earnest Money Deposit of Rs. 20 Lakh / MW is to be submitted along with the Response to RFS.</p>												
Name, Designation, Address and other details (For Submission of Response to RFS)	<p>Naimesh Shah Vice President Torrent Power Limited Naranpura Zonal Office, Sola Road, Naranpura, Ahmedabad-380013 e-mail: powerpurchase@torrentpower.com Tel No. 07927492222-5730</p>												

	Mobile No. 9227259101 Website: www.torrentpower.com
--	--

Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFS document through the websites www.torrentpower.com and <https://www.bharat-electronictender.com>. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

For conducting the e-bidding, TPL-D is using the portal <https://www.bharat-electronictender.com> (E-bidding portal). Bidders have to register themselves online with the portal service provider (if they are not already registered), as 'Supply organization/ Bidder', by paying the applicable fee to the E-bidding portal and subsequently download the RfS and other Bid Documents from the E-bidding portal.

A Bidder, who is already validly registered on the E-bidding portal, need not register again on the E-bidding portal.

Additionally, prior to the submission of the Proposal, Bidders are required to pay online the applicable non-refundable ETS bidding fee to the E-bidding portal.

Further, after opening of Financial Bids, the Bidders who are qualified for e-reverse auction will get intimation through email from the E-Bidding portal. After the receipt of such email, the qualified Bidders shall have to make payment of requisite fees at E-Bidding portal before the start of e-reverse auction for participation in Reverse e-auction and have to undertake necessary activities / procedures online at E-Bidding portal for user authorization etc. for participating in the e-reverse auction by logging into E-Bidding portal. The Bidders are expected to make themselves familiar with the E-bidding portal procedures and fees well in advance in consultation with portal service provider.

ETS Helpdesk

Customer Support: +91-124 - 4229071, 4229072

E-mail: support@isn-ets.com

[CC: support@electronictender.com]

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1.1 Introduction

- 1.1.1 Torrent Power Limited is a company incorporated under the Companies Act 1956. TPL is a Distribution Licensee in the cities of Ahmedabad, Gandhinagar, Surat, Dahej SEZ, Dholera SIR and Mandal Becharaji SIR in Gujarat (hereinafter referred to as “TPL-D”).
- 1.1.2 The Bidders selected by TPL-D based on this RfS, shall supply power from the RE Power Project implemented on Build-Own- Operate (BOO) basis located anywhere in India to meet their obligation in accordance with the provisions of this RfS document and draft Power Purchase Agreement (PPA).
- 1.1.3 TPL-D shall enter into PPA with Successful Bidders for a period of 25 years from the Scheduled Commercial Operation Date (SCOD) of the project. The maximum tariff payable to selected Bidder shall be fixed for 25 years from the SCOD of the project, as discovered through the e-bidding and e-reverse auction conducted vide this RfS. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection as equal opportunity is being provided to all Bidders at the time of tendering itself and it is up to the Bidders to avail various tax benefit and/or other benefits. No claim shall arise on TPL-D for any liability if Bidders are not able to avail any fiscal incentives and this will not have any bearing on the applicable tariff.

1.2 Eligible Projects

- 1.2.1 The Projects selected under this RfS shall, deploy RE Power Project having Solar Power Generating Systems, Wind Power Generating Systems, Wind-Solar hybrid; or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS).
- 1.2.2 Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards any buyers. In such case, they may be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and SCOD.

SECTION 2: DEFINITIONS AND INTERPRETATION

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

2.1 Definitions

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

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

i. controls, or

ii. is controlled by, or

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

"Bidder" shall mean Bidding Company or a Bidding Consortium or a Foreign Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.

"Bidding Consortium" or "Consortium" refers to a group of Companies that has collectively Submitted the response in accordance with the provisions of this RfS.

"CERC" shall mean Central Electricity Regulatory Commission.

"Chartered Accountant" shall mean a person practicing in India or a firm where of all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable.

"Commissioning" with respect to the Project as certified by appropriate authority and/or commissioning committee constituted by TPL-D shall mean that all equipments as per rated capacity has been installed and energy has flown into the grid.

"Commercial Operation Date (COD)" shall mean the date certified by appropriate authority and/or commissioning committee constituted by TPL-D upon successful commissioning of full capacity of Project or the last Unit of the Project as the case may be and such date as specified in a written notice given at least 10 days in advance by the Successful Bidder to TPL-D.

"Contracted Capacity" shall mean the AC capacity in MW contracted with TPL-D for supply by the Power Producer to TPL-D at the Delivery Point from the Project.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each

successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

“Control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

“Controlling shareholding” shall mean not less than 51% of the voting rights or paid-up share capital in the Company/Consortium.

“CTU or Central Transmission Utility” shall mean the Central Transmission Utility as defined in Sub-Section (1) of Section 38 of the Electricity Act, 2003;

“Day” shall mean calendar day.

“Delivery Point” Shall mean the point at the CTU Sub Station where the power from the RE Power Project is injected into the Inter State Transmission System (ISTS).

All expenses including transmission and wheeling charges and losses between the Project and the Delivery Point shall be paid by the Power Producer/Successful Bidder without any reimbursement by TPL-D. All expenses including transmission and wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by TPL-D.

“Electricity” shall mean the electrical energy in kilowatt-hours.

“Electricity Laws” shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ GERC from time to time.

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties.

“Energy Storage Systems” or “ESS” shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.

“Financial Closure” or “Project Financing Arrangements” means arrangement of necessary funds by the Successful Bidder either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

“Financing Documents” shall mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Successful Bidder and the Financing Parties relating to the financing of the Project.

“Financing Parties” means Parties financing the Project, pursuant to Financing Documents.

“GERC” shall mean Gujarat Electricity Regulatory Commission.

“Group Company” of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

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

“Indian Governmental Instrumentality” shall mean the Government of India, Governments of State (Gujarat) and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;

“Lead Member of the Bidding Consortium” or **“Lead Member”**: There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium which cannot be changed till One year from the Commercial Operation Date (COD) of the Project.

“Letter of Award” or **“LOA”** shall mean the letter issued by TPL-D to the Selected Bidder (s) for award of the Project.

“Member in a Bidding Consortium” or **“Member”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

“Metering Point” shall mean the point at which energy shall be measured and shall be the low voltage bus bar of the GETCO / CTU substation.

“Month” shall mean calendar month.

“Paid-up share capital” shall include:

- Paid-up equity share capital
- Fully, compulsorily and mandatorily convertible Preference shares
- Fully, compulsorily and mandatorily convertible Debentures

“Parent” means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

“Payment on Order instrument (POI)” means Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC), to pay in case situation of default of Successful Bidder/ Power Producer in terms of tender conditions/ Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" should have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Power Procurer on demand within stipulated time.

“Peak Hours” shall mean 1900 Hour to 2300 Hour in March to September and 0700 hour to 0900 hour and 1800 hours to 2000 hours in October to February. TPL-D has right for modifying the four Peak Hours by advance notice to Successful Bidder.

“Performance Guarantee” shall mean the irrevocable unconditional bank guarantee or Payment on Order instrument to be submitted by the successful Bidder as per Section 3.10 of this RfS.

“PPA” shall mean the Power Purchase Agreement signed between the successful Bidder and TPL-D according to the terms and conditions of the draft PPA.

“Project” shall mean the RE Power generation facility with Energy Storage System (ESS) located at single or multiple locations for supplying Contracted Capacity power to TPL-D. Each location shall have a separate control system, metering and a single point or separate points of injection into the grid at Delivery/Interconnection/Metering point(s) at GETCO/CTU substation. This includes all units and auxiliaries such as water supply, treatment or storage facilities, if any; bay/s for transmission system in the switchyard, transmission connectivity/access upto the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement.

“Project Site” means all parcels of real property, rights-of-way, easements, and access roads, upon which the Project and its related infrastructure will be located.

“Project Capacity” means the AC capacity of the Project at the Delivery Point and to be contracted with TPL-D for supply from the Project.

“Renewable (RE) Power” means the term ‘RE Power’, or ‘Renewable Power’, or ‘Renewable Energy Power’, wherever used in this RfS, shall refer to power from Solar Power Generating System, Wind

Power Generating System, Wind Solar hybrid; or any other renewable energy resource based Generating system or a combination thereof, with Energy Storage System (ESS). It is clarified that ESS charged using a source other than RE power would not qualify as RE power.

“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 24 (Twenty-Four) months from the date of execution of the PPA.

“SEA/REA” means the State Energy Account/ Regional Energy Account issued by State Load Dispatch Centre, Gujarat/ Regional Load Dispatch Centre and amendment thereto.

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

“SLDC” means the Gujarat State Load Dispatch Centre as notified by the State Government.

“STU or “State Transmission Utility” or “GETCO” shall mean the Gujarat Energy Transmission Corporation Limited (GETCO).

“TOE” shall mean Tender Opening Event.

“Ultimate Parent” shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates.

“Week” shall mean calendar week.

SECTION 3: BID INFORMATION AND INSTRUCTION TO BIDDERS

3.1 Obtaining RfS Document, Cost of Documents & Processing Fees

- 3.1.1 The RfS document can be downloaded from the website <https://www.bharat-electronictender.com>. A link of the same is also available at www.torrentpower.com. Interested Bidders have to download the official copy of RfS & other documents after logging into the E-bidding portal.
- 3.1.2 The Bidders shall be eligible to submit/ upload their response to bid document only after logging into the <https://www.bharat-electronictender.com> and downloading the official copy of RfS.
- 3.1.3 Prospective Bidders interested to participate in the bidding process are required to submit their bid in response to this RfS document along with a cost of document, non-refundable processing fee, and EMD as mentioned in the Bid Information Sheet. The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee or Payment on Order instrument against EMD, shall not be considered for the bidding.

3.2 Capacity Allocation:

- 3.2.1 Selection of RE Power Project for a total capacity up to 200 MW with additional 100 MW under Greenshoe option will be carried out through e-Bidding followed by e-Reverse Auction process.

3.2.2 Capacity Allocation Under Greenshoe Option:

- a. The modality for allocation of additional capacity of up to 100 MW under Greenshoe Option shall be as under:
 - i. Up to 100 MW additional capacity through Greenshoe option may be offered to the Successful Bidder(s), who are willing to execute PPA(s) with TPL-D at the lowest tariff (L1 rate) discovered under Competitive Bidding Process (followed by e-reverse auction) to the extent of their respective quoted capacity or higher quantum (in case any of the Successful Bidder does not accept the additional quantum offered under Greenshoe option) to the extent of Greenshoe capacity.
 - ii. TPL-D will intimate about Green Shoe Capacity to bidders, bidders willing to execute PPA with TPL-D at the L1 rate shall have to give their confirmation within a period of 10 days from intimation of TPL-D.
 - iii. Greenshoe capacity shall be allocated in proportion of capacity allotted to the Successful Bidders in the reverse auction and willing to offer additional capacity under Greenshoe option. In case Successful Bidder(s) is not willing to offer additional quantum under Greenshoe option then other Bidders who are willing to match L1 rate e-reverse auction.

- iv. The terms and conditions as well as obligations & rights of the Successful Bidder(s) as well as TPL-D shall be identical for the additional capacity allocated under Greenshoe option as for the base capacity of 200 MW under this RfS.

3.3 Project Scope:

3.3.1 Under this RfS, the Successful Bidder(s) shall be required to set up Project at single or multiple locations with the primary objective of supplying Contract Capacity of RE power to TPL-D, as per the provisions of this RfS and PPA.

3.3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection upto Delivery Point for supply of power to TPL-D, will be under the scope of the Successful Bidder(s).

3.4 **Eligibility for Project Capacity Allocation:** Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

3.4.1 A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid offering a minimum quantum of 50 MW in the prescribed formats.

3.4.2 Multiple bids from same company including its Parent/ Ultimate Parent / Affiliates/ Group Companies shall render all the bids submitted by such entities invalid.

3.4.3 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.

3.4.4 Bidders shall submit their bid by offering a single Tariff for the Project, which shall be applicable for all the 25 years as per provisions of the PPA.

3.5 Minimum Shareholding requirements:

3.5.1 Bidder as defined in Section 2 is eligible to participate under this RfS. The Bidder shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with TPL-D.

3.5.2 In case of the Successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 1 year after the SCOD, except with the prior approval of TPL-D.

3.5.3 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained upto 1 year after SCOD.

- 3.5.4 In case of Project being executed through SPVs: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 1 year after SCOD, except with the prior approval of SECI. In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 1 year after SCOD, except with the prior approval of TPL-D. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) year from the SCOD, except with the prior approval of TPL-D.
- 3.5.5 Any change in the shareholding after the expiry of 1 year after SCOD can be undertaken under intimation to TPL-D.
- 3.5.6 Any Foreign Bidder, if selected as Successful Bidder for the purpose of supply of power to TPL-D, shall incorporate a subsidiary Special Purpose Vehicle (SPV)/ Project Company registered under Indian Companies Act 2013 before signing of PPA with TPL-D. Further, in case a Foreign Bidder is selected as the Successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- 3.5.7 No change in the shareholding pattern of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 3.6 The Bidder should meet the eligibility criteria as mentioned below:**
- 3.6.1 Technical eligibility Criteria**
- i. There is no major litigation pending or threatened against the Bidder or its Affiliates, which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.
 - ii. Bidder or its Affiliates should have operational/under development RE Project of at least 100 MW. Bidder to submit declaration as per Format 5.9.
 - iii. As on last date of bid submission, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. Bidder to submit declaration as per Format 5.10
 - iv. Bidder and/or none of its Affiliates have defaulted on their respective debt obligations towards any of their lenders in the past 12 months. If the Bidder does not have any

Affiliates as on the date of submission of the bid, it must submit a suitable undertaking stating so. If any of the Affiliates does not have any outstanding debt at the time of submission of the bid, the said certificate must state that the relevant Affiliate(s) does not have any outstanding debt obligations. The Bidder must provide copy of latest Audited Annual Accounts including audit report of all the Affiliates. Bidder to submit a certificate as per Format 5.10A.

- v. The Successful Bidder shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central Government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Dispatch Centre from time to time.
- vi. Successful bidder shall ensure compliance of applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security.
- vii. Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects.
- viii. In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCOD of the Project will be allowed for deployment under this RfS.
- ix. The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019 - Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

3.6.2 Financial Criteria

- i. Bidder or its Affiliates or Parent/ Ultimate Parent is not a wilful defaulter to any lender.
- ii. The Net-Worth of the Bidder or its Affiliates or Parent/ Ultimate Parent for the financial year ended on 31.03.2025 shall not be less than Rs. 2 Crores per MW (of the capacity quoted). For avoidance of doubt, net worth to be considered will be the total net worth as calculated in accordance with the Companies Act 2013.

Net Worth according to 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.

- iii. **Liquidity:** In order to ascertain that the Bidders has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate following parameters:
- a. Annual Turnover of the Bidder or its Affiliates or Parent/ Ultimate Parent for the financial year ended on 31.03.2025 shall not be less than Rs. 75 Lakh per MW (of the capacity quoted). AND
 - b. Internal resource generation of the Bidder or its Affiliates or Parent/ Ultimate Parent for the financial year ended on 31.03.2025 shall not be less than Rs. 15 Lakhs per MW (of the capacity quoted). The internal resource generation shall be calculated as Profit After Tax + Depreciation.

The Net Worth, Annual Turnover and Internal Resource Generation to be considered for the above purpose will be the cumulative of the bidding company or consortium together with the Net Worth, Annual Turnover and Internal Resource Generation respectively of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and Performance Guarantees in case the Bidder(s) fails to do so in accordance with the RfS.

Bidders shall have to furnish a Certificate from Chartered Accountant certifying the Net worth, Annual Turnover and Internal Resource Generation on per MW basis of the quoted capacity.

For meeting the above financial eligibility criteria, if data available is in USD, then Bidder shall provide the same in equivalent rupee terms calculated using Reserve Bank of India's reference rates prevailing on the date of closing of accounts for the respective financial year.

3.7 **Connectivity with the Grid**

- 3.7.1 The project should be designed as per the applicable regulations for supplying energy at Delivery Point.
- 3.7.2 The responsibility of getting the transmission connectivity shall be of the Successful Bidder and at the cost of the Successful Bidder, in line with applicable regulations.
- 3.7.3 The responsibility of getting the grid connectivity and access to the corresponding transmission system upto Delivery Point shall be of the Successful Bidder.

- 3.7.4 The cost of transmission infrastructure including cost of construction of line, maintenance, losses, any other operational and / or financial cost etc. upto the Delivery Point for the term of the PPA will be borne by the Successful Bidder.
- 3.7.5 The transmission of power up to the Delivery Point and energy accounting infrastructure shall be the responsibility of the Successful Bidder at his own cost.
- 3.7.6 All expenses including transmission and wheeling charges & losses between the Project and Delivery Point shall be paid by the Successful Bidder without any reimbursement by TPL-D.
- 3.7.7 If the commissioning of the Project or part thereof is delayed beyond the start date of grant of GNA, then GNA charges shall be borne by Successful Bidder till full commissioning of the Contracted Capacity.
- 3.8 The Successful Bidder shall comply with GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and shall be responsible for all liabilities including Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the Successful Bidder and any financial implication on account thereof shall be borne by the Successful Bidder.
- 3.9 Earnest Money Deposit (EMD)**
- 3.9.1 The Bidder shall submit Earnest Money Deposit (EMD) of Rs. 20 Lakh/MW in the form of a) Bank Guarantee (as per Format 5.3A) or b) NEFT/RTGS or c) Payment on Order instrument from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC)/ REC Limited (REC) (as per Format 5.12A) or (d) Insurance Surety Bond which would be paid unconditionally similar to Bank Guarantee or (e) any other instrument approved in General Financial Rules as amended from time to time by Central Government along with RFS valid for 6 months from the last date of bid submission and claim period shall be one year thereafter. The bid shall be summarily rejected if Bidder fails to submit the EMD. The Bank Guarantees or Payment on Order instrument towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium. The Bidder shall furnish the Bank Guarantees towards EMD from any Nationalized/ Scheduled Commercial Banks excluding Regional Rural Banks.
- 3.9.2 The Bank Guarantees have to be executed on non-judicial stamp paper. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidder.
- 3.9.3 For unsuccessful Bidder(s), TPL-D will release the EMD within 45 days of the date of issue of LoA to Selected Bidder(s).
- 3.9.4 The EMD shall be encashed as penalty in the event:
- If the Bidder withdraws or varies the bid after submission of the bid.
 - If after date of issue of LOA, it is found that the documents furnished by the Bidder during RfS are misleading or misrepresented in any way and that relevant facts have

been suppressed.

- c. In case Successful Bidder(s) fails to execute the PPA within stipulated time period after issuance of LOA.
- d. Non-submission of Performance Guarantee (PG).

3.10 Performance Guarantee (PG)

- 3.10.1 Successful Bidder(s) shall be required to submit a) Bank Guarantee (BG) or b) Payment on Order instrument or letter of undertaking to pay in case of situation of default of Successful Bidder from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC)/ REC Limited (REC) or (d) Insurance Surety Bond which would be paid unconditionally similar to Bank Guarantee or (e) any other instrument approved in General Financial Rules as amended from time to time by Central Government 2 days prior to signing of PPA of Rs. 50 Lakh/MW (including GST) as per the Format 5.3B (For Bank Guarantee) and Format 5.12B (For Payment on Order) and valid till 6 months from SCOD and claim period shall be 1 (one) year thereafter. The Bank Guarantees have to be executed on non-judicial stamp paper. All expenditure towards execution of Bank Guarantees/ Payment on Order instrument or letter of undertaking such as stamp duty etc. shall be borne by the Bidder(s). The Bidder(s) shall furnish the Bank Guarantees towards PG from any Nationalized/ Scheduled Commercial Banks excluding Regional Rural Banks.
- 3.10.2 The Bank Guarantee or Payment on Order instrument or Insurance Surety Bond submitted against EMD shall be returned to the successful Bidder(s) after PG is submitted by successful Bidder(s) and signing of PPA.
- 3.10.3 PG shall be returned to the Power Producer within 45 days of the commissioning of the Project. In case of part Commissioning, PG corresponding to the part capacity Commissioned, shall be released within 45 days of such part-Commissioning.

The format of the EMD and Performance Guarantees as prescribed in the Formats to this RfS shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PG and consequently, the bid. In case of deviation from the prescribed format of the EMD, the Bid submitted will be rendered invalid and in case of deviation from the prescribed format of the PG, the corresponding PPA shall not be signed by TPL-D including encashment of the EMD.

3.11 Power Purchase Agreement (PPA)

- 3.11.1 A copy of draft Power Purchase Agreement, to be executed between TPL-D and the Successful Bidder(s) or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.7 of this RfS, shall be provided by TPL-D along with this RfS. In normal circumstances, the signing of the PPA will be completed within 30 (thirty) days from the issuance of the LoA. This period may be extended up to 12 months from the LoA date, beyond which the LoA will

be cancelled. PPA will be executed between TPL-D and Successful Bidder(s) which shall be valid for a period of 25 years from the date of SCOD as per the provisions of PPA.

3.11.2 Before signing of the PPA between TPL-D and the Successful Bidder(s), TPL-D will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will also be required to furnish the documentary evidence for meeting the RfS Qualification Requirements as per Section 3.6 and Section 3.7.

3.11.3 It shall be the responsibility of the Successful Bidder, entirely at its cost and expense to install such number of Project components and associated equipment (including arrangement of extra land for such installation), as may be necessary for supplying power as required under Clause 3.13.

3.12 Criteria for Energy Supply:

3.12.1 The Successful Bidder shall supply RE power in Firm and Dispatchable manner, matching the demand profile provided at Annexure-C of this RfS. The demand profile has been provided in hourly basis for a representative day of each month of the year. The same profile shall be applicable for each Contract Year during the Term of the PPA and shall be matched by RE supply scheduled by the Successful Bidder. TPL-D has right to modify peak hours on advance notice.

3.12.2 The Successful Bidder shall schedule power on day-ahead basis, to match the demand profile. Intra-day variation from day ahead schedule would be allowed to the extent that it does not exceed the demand specified in the corresponding hour. Intra-day variation (if any) shall be intimated at least one time-block prior to the Real Time Market (RTM) gate closure. The Power Procurer shall compulsorily off-take all the power, subject to the maximum power scheduled in any hourly block being equal to the demand specified in the corresponding hourly block.

3.12.3 **Demand Fulfilment Ratio (DFR):** The Successful Bidder shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 75% on monthly basis for Non-Peak Hours and 75% on monthly basis in Peak Hours. "Demand Fulfilment Ratio" for a particular time-block shall be calculated as follows: $DFR = \frac{\text{Power Injection Scheduled by the Successful Bidder (MW)}}{\text{Demand (MW) specified by the Power Procurer (MW) for the corresponding time block}}$, subject to the max value of DFR being 1. The Successful Bidder's performance against this metric will be measured by calculating the average DFR of all the time-blocks during the month in a Contract Year in which power has been scheduled.

3.12.4 The RE Power (including Energy Storage System (ESS) component charged with RE sources) bought under this RfS shall be eligible for RPO compliance. The apportionment of RPO

between the different RE components shall be on the lines of the principle adopted in case of hybrid plants.

- 3.12.5 The Successful Bidder can, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

3.13 Shortfall in Energy Supply:

- 3.13.1 In case the average DFR during non-peak hours demonstrated by the Successful Bidder is less than 75% DFR on a monthly basis, save and except in case of Force Majeure, such shortfall in performance shall make the Successful Bidder liable to pay the penalty. The amount of such penalty will be calculated at 1.5 times of the PPA Tariff for the shortfall units in energy terms.
- 3.13.2 Successful Bidder shall supply average DFR during Peak Hours on monthly basis. If the Successful bidder supply less than 75% DFR during Peak Hours on monthly basis, save and except in case of Force Majeure, such shortfall in performance shall make the Successful Bidder liable to pay the penalty. The amount of such penalty will be calculated at 1.5 times of the PPA Tariff for the shortfall units in energy terms.
- 3.13.3 The detailed list of documents required for verification of energy supply and performance of the Project will be intimated to the Successful Bidder subsequent commencement of power supply. For each month in a Contract Year, the above data will be required to be submitted by the respective Successful Bidder to TPL-D within 10 days after expiry of the previous month, for verification of the performance parameters for calculating applicable penalty on account of shortfall, if any.
- 3.13.4 However, the shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA, affecting supply of power by the Successful Bidder.

3.14 Excess generation:

- 3.14.1 In order to allow optimization of operation of RE Power generating systems, the Successful Bidder is allowed to supply power from Project in excess of the Contracted Capacity in any time block, to any third party or power exchange, without requiring any No-Objection Certificate (NOC) from Power Procurer. The Successful Bidder may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.
- 3.15 **Generation Compensation for Off-take Constraints:** The Power Procurer may be constrained not to schedule power on account of unavailability of the Transmission Infrastructure/Grid or in the eventuality of a Black down in accordance with the Electricity

(Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

- 3.15.1 **Generation Compensation in off take constraints due to Grid Unavailability:** During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Bidder. In such cases the generation compensation shall be addressed by the Power Procurer in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability	<p>Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by Power Procurer)) X 1000 X No. of hours of grid unavailability.</p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

- 3.15.2 **Payment in case of reduced offtake:** The Successful Bidder and TPL-D shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the offtake of power is not done by the Procurer, including non-dispatch of power due to non-compliance with “Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022” and any clarifications or amendment thereto, considering the principle of ‘must run’ status for RE Power, the Successful Bidder shall be eligible for payment from the Procurer, corresponding to the reduced off take, in terms of following manner:

Duration of Reduced Offtake	Provision for Generation Compensation
Reduced off-take	<p>Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by Power Procurer)) X 1000 X No. of hours of Reduced Offtake.</p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

For claiming compensation, the Bidder(s) must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by the Power Procurer.

3.16 Financial Closure:

3.16.1 Successful Bidder(s) shall achieve Financial Closure six (6) months prior to the SCOD.

3.16.2 At the stage of Financial Closure, the Successful Bidder(s) shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the Successful Bidder(s) shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The Successful Bidder(s) shall also submit details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the Project. The Successful Bidder(s) shall also indicate the rated capacity of any storage facility, if proposed at the Project site. Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.

3.16.3 The Successful Bidder will have to submit the required documents to TPL-D at least 14 days prior to completion of six (6) months of SCOD. In case of delay in submission of documents mentioned above, TPL-D shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.16.4 An extension for the attainment of the Financial Closure can however be considered by TPL-D, on the sole request of the Successful Bidder(s), on advance payment of extension charges of Rs. 1,000/- per day per MW plus GST as applicable. In case of any delay in payment for this extension charge, the Successful Bidder(s) has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ 1-year SBI MCLR. If the extension charges are not paid by the Successful Bidder(s), TPL-D shall have the right to recover the extension charges including interest thereon by encashing the PG. In case the PG is encashed for recovery of extension charges, the Successful Bidder(s) shall restore the PG to its original value within 7 days. This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Successful Bidder(s) without any interest on achievement of successful commissioning within the SCOD, on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in Commissioning of the Project beyond the SCOD, the amount as deposited above by the Successful Bidder(s) or PG encashed shall not be refunded by TPL-D.

3.17 Power Procurer shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission within 15 (fifteen) days of the discovery of the tariffs, subsequent to approaching the Appropriate Commission for adoption of tariffs under Section 63 of the Act, in case, Appropriate Commission does not decide upon the same within 60 days of such submission or within 120 days from the date of Power Purchase Agreement (PPA), whichever is more, the Power Procurer shall grant appropriate extension of time in Financial Closure to the Successful Bidder, corresponding to the delay [beyond 60 days of submission or 120 days of PPA whichever is more] in adoption / approval by the Appropriate Commission till the date of adoption/ approval by the Appropriate Commission.

3.18 Commissioning and penalty for delay in commissioning

3.18.1 The Project shall be commissioned by the SCOD, which will be the date as on 24 months from the date of execution of the PPA, subject to Force Majeure as per Clause 8 of the PPA, delay in commissioning, beyond the SCOD shall involve penalties on the Successful Bidder(s) as detailed below:

i. For delay in commissioning upto 6 months from SCOD:

- a. Encashment of Performance Bank Guarantee on per day basis and proportionate to the capacity not commissioned. For example, in case of a Project of 75 MW capacity, if commissioning of 50 MW capacity is delayed by 18 days beyond the SCOD, then the liquidated damages shall be: PBG amount X (50/75) X (18/180). For the purpose of calculations of liquidated damages, 'month' shall be considered consisting of 30 days.

ii. For delay in commissioning beyond six months from SCOD:

- a. Successful Bidder's Event of Default, as per Clause 10.2.1 of the PPA "Power Producer's Default", shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCOD + 6 months. The PPA for the balance Contracted Capacity that has not commenced supply of power shall stand terminated. However, TPL-D may allow the further extension subject to mutual discussion & Successful Bidder(s) concurrence to comply with the appropriate commercial mechanism as may be required by the Power Procurer and subject to approval by the Appropriate Commission.

It may be noted that commissioning/part commissioning of the Project will not be declared until the Successful Bidder(s) demonstrates possession of land in line with Clause 3.21, in addition to the other conditions as established by the Power Procurer. For part commissioning portion of land on which the part of the project is commissioned should be with Successful Bidder(s) in accordance with Clause 3.21.

Power Producer shall approach the Appropriate Commission for adoption of tariffs after within 30 (Thirty) days of the discovery of the tariffs, subsequent to approaching the Appropriate Commission for adoption of tariffs under Section 63 of the Act, in case, Appropriate Commission does not decide upon the same within 60 days of such submission or within 120 days from the date of Power Purchase Agreement (PPA), whichever is more, the Power Procurer shall grant appropriate extension of time in SCOD to the Successful Bidder, corresponding to the delay [beyond 60 days of submission or 120 days of PPA whichever is more] in adoption / approval by the Appropriate Commission till the date of adoption/ approval by the Appropriate Commission.

3.18.2 Part Commissioning: Part Commencement of supply of power from the Project shall be accepted by Power Procurer subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCOD will not get altered due to part commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for 25 years from SCOD.

3.18.3 Early Commissioning: In case of multiple project components and if one or more such component (wind or solar or other RE power generating system) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Successful Bidder will be allowed to commence supply of power from such component which is ready outside the ambit of PPA.

The developer shall give fifteen (15) days' advance notice to TPL-D regarding the advance commissioning of full or part capacity. TPL-D shall give acceptance for availing such power within 15 days from the date of service of notice. In case TPL-D do not give their acceptance to purchase power within the stipulated period, the Successful Bidder can sell the power to the extent not accepted by TPL-D in power exchanges or through bilateral arrangements.

Provided that in case TPL-D give their acceptance to purchase power, the TPL-D will be accorded priority in availing such power.

Provided further that in such cases tariff payable by TPL-D shall be up to 50% of the PPA tariff.

3.19 Delay in Commissioning of power supply on Account of Delay in Transmission system

3.19.1 The GNA is required to be obtained by TPL, subsequent to the grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the CTU/STU network until SCOD of the Project, and it is established that:

- a) The Power Producer has complied with the complete application formalities as per the Detailed Procedure as issued by the CTU/STU.
- b) The Power Producer has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CEA.
- c) The delay in grant of GNA by the CTU/STU and/or delay in readiness of the ISTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the Power Producer.

The above shall be treated as delays beyond the control of the Power Producer and SCOD for the Project shall be received as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension of SCOD on account of the above factor shall be taken by TPL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the Power Producer, TPL may extend the SCOD after examining the issue on the case-to-case basis. In case of change of Project location(s) by the Power Producer, extension request(s) under this clause shall be dealt by TPL on case-to-case basis.

Further, in case of delay in commencement of power supply on account of reasons solely attributable to the Power Producer, resulting in any Liquidated Damages/penalty levied on the TPL-D including transmission charges under the GNA regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the Power Producer.

3.20 Site-related project preparatory activities including clearances:

3.20.1 The Successful Bidder(s) are required to obtain all necessary clearances and permits and submit as required for setting up the Projects, including but not limited to the following prior to the SCOD:

- a. Land acquisition: Submission of documents / Lease Agreement to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the Successful Bidder(s) for a period not less than the complete term of PPA, on or before the Scheduled Commissioning Date (SCOD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Successful Bidder(s).
- b. No Objection Certificate (NoC)/ Environmental clearance (if applicable) for the Project.
- c. Forest Clearance (if applicable) for the Project.
- d. No objection certificate (NoC) from Ministry of Defence (if applicable).
- e. A letter from Central Transmission Utility (CTU) confirming technical feasibility of connectivity of the plant to CTU substation.
- f. Any other clearances / permissions / approvals (if any), as may be legally required.

3.21 **Commercial Operation Date (COD):** COD shall be the date certified by appropriate authority upon successful Commissioning of full capacity of the Project or the last unit of the Project as the case may be. Successful Bidder(s) shall have to provide a written notice to TPL-D at least 30 days in advance for the same.

3.22 **Structuring of the Bid Selection Process:** Single stage, double envelope bidding followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit both Technical

bid and Financial bid together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Section 3.27.

3.23 Instructions to Bidders for Structuring of bid proposals in Response to RfS:

The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.

Annexure A to this document, details out the instructions to be followed by the Bidders for online submission of response to RfS. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. **Covering Letter** as per **Format 5.1**.
2. In case of a Bidding Consortium, a **Power of Attorney** in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 5.2**.
3. **Earnest Money Deposit (EMD)** in the form as per **Format 5.3A/Format 5.12A/Format 5.13A**.
4. **Performance Guarantee (PG)** (to be submitted before signing of PPA as specified in (Section 3.11 of this RfS) in the form as per **Format 5.3B/Format 5.12B/Format 5.13B**
5. **Board Resolution**, as per prescribed formats enclosed as **Format 5.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the TPL-D. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

6. In case of a Consortium, the **Consortium Agreement** between the Members in the Consortium as per **Format 5.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Disclosure as per **Format 5.6**
8. Financial Proposal as per **Format 5.7**
9. Tie-up of financing arrangements for the project **undertaking for Commitment to Financial Closure** as per **Format 5.8**
10. Declaration of experience as per **Format 5.9**
11. Declaration as per **Format 5.10**
12. Declaration as per **Format 5.10A**
13. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure D and Annexure E of this RfS.
14. Attachments
 - i) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
 - ii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary as on a date within 30 days prior to the last date of bid submission.
 - iii) Documents containing information about the Promoters and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) to TPL-D indicating the Controlling Shareholding at the stage of submission of response to RfS to TPL-D as per Section 3.16. TPL-D reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the Bidder will ensure submission of the same within the required timelines.
 - iv) Certified copies of annual audited accounts for the last financial year shall be required to be submitted.

Foreign Bidders following other than April-March as financial year, may submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.

- v) Certificate from Chartered Accountants, certifying the Net worth, Annual Turnover and Internal Resource Generation of the Bidder per MW of quoted capacity as on 31st March 2023.

3.24 Important Notes and Instructions to Bidders

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA.
- iii) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, TPL-D reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee or Payment on Order instrument provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.
- v) Response submitted by the Bidder shall become the property of the TPL-D and TPL-D shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidder(s) shall be returned as specified in Section 3.10.
- vi) All documents of the response to RfS (including RfS, PPA, Corrigenda (if any) Addendum (if any) and all other documents uploaded on <https://www.bharat-electronictender.com> as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 5.4.
- vii) The response to RfS shall be submitted as mentioned in Section 3.27. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, TPL-D reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- viii) All the information should be submitted in English language only. In case of foreign Bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- ix) Bidders shall mention the name of the contact person, contact number, email address and complete address of the Bidder in the covering letter.

- x) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by TPL-D.
- xi) Response to RfS not submitted in the specified formats will be liable for rejection by TPL-D.
- xii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xiii) Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of TPL-D of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xiv) All disputes arising out under the contractual documents will be adjudicated by the SERC.

3.25 Non-responsive Bid

The electronic response to RfS submitted by the Bidder along with the documents submitted offline to TPL-D shall be scrutinized to establish "Responsiveness of the bid". Each Bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be "non-responsive":

- a. Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.
- b. Non-submission of EMD in acceptable form along with RfS document.
- c. Response to RfS (offline as well as online) not received by the due date and time of bid submission.
- d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid.
- e. Non submission of the original documents mentioned at Section 3.27 by due date and time of bid submission.
- f. Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- g. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- h. Bidder or any of its Affiliates is a defaulter to any lender.
- i. Major litigation pending or threatened against the Bidder or its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

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

k. Conditional bids shall be summarily rejected.

3.26 Method of Submission of Response to RfS by the Bidder

A. Documents to be Submitted Offline (in Original)

The Bidder has to submit the documents in original as part of response to RfS to the address mentioned (only through courier/post) in Bid Information Sheet before the last date and time of bid submission.

Bidding Envelope: Super scribed as “Bidding Envelope is containing Covering Envelope, Pass Phrase Envelope -1 & Pass Phrase Envelope -2” at the top of the Envelope and “Name & Address of the Bidder” on the left-hand side bottom must contain the following:

i. Covering Envelope: Super scribed as “Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee or Payment on Order instrument towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution” The envelope must contain the following:

- DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
- Processing Fees in the form DD/Pay Order as mentioned in the Bid Information Sheet
- Bank Guarantee (Format 5.3A) or Payment on Order instrument (Format 5.12A) or Surety Bond (Format 5.13A) towards EMD as mentioned in the Bid Information Sheet. One EMD may be submitted for the cumulative capacity quoted by the Bidder.
- Covering Letter as per Format 5.1
- Power of Attorney as per Format 5.2 (if applicable)
- Board Resolution as per Format 5.4
- Consortium Agreement as per Format 5.5 (if applicable)
- Letter for Disclosure, as per Format 5.6
- Covering Letter of Financial Proposal as per Format 5.7
- Undertaking for commitment to Financial Closure as per format 5.8
- Declaration of experience as per Format 5.9
- Declaration as per Format 5.10
- Declaration as per Format 5.10A
- Certificate of Chartered Accountant certifying Net Worth, Annual Turnover and Internal Resource Generation.

- Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
- A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary as on a date within 30 days prior to the last date of bid submission.
- Documents containing information about the Promoters and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) to TPL-D indicating the Controlling Shareholding at the stage of submission of response to RfS to TPL-D as per Section 3.27. TPL-D reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the Bidder will ensure submission of the same within the required timelines.
- Certified copies of annual audited accounts for the last financial year shall be required to be submitted.

Foreign Bidders following other than April-March as financial year, may submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.

- ii. Pass-Phrase Envelope-1: Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
- iii. Pass-Phrase Envelope-2: Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker: (illustration)

Request for Selection (RfS) of RE Developer for Supply of 200 MW Firm and Dispatchable RE Power from RE Projects with Energy Storage System (ESS) and with Greenshoe Option up to 100 MW in India under tariff based competitive bidding.	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)
Bid Submitted to	Naimesh Shah Vice President, Torrent Power Limited, Naranpura Zonal Office, Sola Road, Naranpura, Ahmedabad, 380013

B. Documents to be submitted Online.

The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be forfeited and the EMD(s) shall be returned.

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

i) "Technical Bid (First Envelope)"

The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each page by the authorized person as mentioned below.

i) Formats - 5.1, 5.2 (if applicable), 5.3A/5.12A/5.13A, 5.4, 5.5 (if applicable), 5.6, 5.8, 5.9, 5.10.

ii) All supporting documents regarding meeting the eligibility criteria.

The Bidder will have to fill the Electronic Form provided at the <https://www.bharat-electronictender.com> as part of Technical Bid.

ii) "Financial Bid (Second Envelope)"

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

i) Covering letter as per Format-5.7 of this RfS document;

Only single tariff for Project shall have to be filled online in the Electronic Form provided at the <https://www.bharat-electronictender.com>. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

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

ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

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

3.27 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS ("Bid Validity"). TPL-D reserves the right to reject any response to RfS which does not meet the aforementioned validity

requirement.

3.28 Bid Preparation Cost

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

3.29 Clarifications / Pre-Bid meeting / Enquires / Amendments

- i. Clarifications, if any, on RfS document may be emailed and/or through <https://www.bharat-electronictender.com>
- ii. TPL-D will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. TPL-D's response will be uploaded on <https://www.bharat-electronictender.com> if necessary, amendments, clarifications, elaborations shall be issued by TPL-D which will be notified on e-Bidding portal. No separate reply / intimation will be given for the above, elsewhere.
- iii. A Pre-Bid Meeting shall be held as mentioned in the Bid Information sheet.

3.30 Right of TPL-D to reject a Bid

TPL-D reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

3.31 Pre and Post LoA Compliance

Timely completion of all milestones i.e. signing of PPA, meeting Financial Closure requirements, conditions subsequent, commissioning, etc. will be the sole responsibility of the Successful Bidder(s). TPL-D shall not be liable for issuing any intimations / reminders to them for timely compliance of milestones and/or submission of compliance documents.

Section 4: Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per the provisions specified in Section 3 of this RfS. To ensure competitiveness, the minimum number of qualified Bidders required would be two. If the number of qualified Bidders is less than two, even after three attempts of bidding, TPL-D may continue with the bidding process with the consent of Hon'ble Appropriate Commission.

4.2 Techno-commercial Evaluation of Bidders

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i. The first envelope (Technical Bid submitted online) of only those Bidders will be opened by TPL-D whose required documents as mentioned at Section 3.27 are received at TPL-D's office on or before the due date and time of bid submission.
- ii. Bid responses received after the bid submission deadline specified in the Bid Information Sheet shall be rejected.
- iii. Subject to Section 3.26 and Section 3.27, TPL-D will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, TPL-D may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications / additional documents sought by TPL-D within 7 days from the date of such intimation from TPL-D. All correspondence in this regard shall be made through email / <https://www.bharat-electronictender.com> only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. TPL-D shall not be responsible for rejection of any bid on account of the above.
- iv. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations shall be done based on the “Tariff” quoted by the Bidders in the electronic form of Financial Bid. After this step, the shortlisted Bidders shall be invited for the Reverse Auction.

- i. Second Envelope (containing Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified.
- ii. The Bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting Tariff per kWh for the project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is Rs. 2.857, then it shall be considered as Rs. 2.85).
- iii. In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- iv. On completion of Techno-commercial bid evaluation, short-listing of the Bidders shall be as per the procedure elaborated in Section 4.3.2.

Note: On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of TPL-D. Thereafter, TPL-D will take appropriate action in consultation with Appropriate Commission.

- v. If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- vi. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than “n” as mentioned in Section 4.3.2).
- vii. Ranking of Bidders after Financial Bid Evaluation: In case of financial bids received from all Bidders are in the form of tariff, ranking of Bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B4	Rs. 2.30 (Tariff in Rs./ kWh)	L1
B2	Rs. 2.70 (Tariff in Rs./ kWh)	L2
B3	Rs. 2.80 (Tariff in Rs./ kWh)	L3
B1	Rs. 2.81 (Tariff in Rs./ kWh)	L4

4.3 Reverse Auction (Step-3)

4.3.1 The reverse auction shall be conducted on <https://www.bharat-electronictender.com>. Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.

4.3.2 Total eligible Bidders for reverse auction shall be decided as mentioned bellow:

Assuming

T = Total number of techno-commercially qualified Bidders, and

S_T = Capacity of the total number of techno-commercially qualified Bidders

S_K = Cumulative capacity till the ' k^{th} ' serial number Bidder (not the ' k^{th} ' rank Bidder) after ranking is done in ascending order from L1 onwards

S_E = Eligible Capacity for Award

S_E = (Eligible capacity for award)	(i) In case $S_T \leq 200$ MW; $S_E = 0.8 \times S_T$, (ii) In case $S_T \geq 200$ MW; $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 200 MW
--	---

Total eligible Bidders for e-Reverse Auction:

- In case $(0.8 \times S_T) \leq 200$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., " n " = " T ".
- In case $(0.8 \times S_T) > 200$ MW: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

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

Note:

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

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 200 MW. In the contradictory scenario, no elimination will take place at this stage.

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

Scenario 2: Total bid capacity of techno-commercially shortlisted bidders = S_T = 800 MW

Sl. no	Techno Commercially qualified bidder	Rank	Capacity (MW)	T	S_E	$(0.8 \times S_T)$	n^*	Shortlisted Bidders
1	B4	L1	200	4	200	640	3	B4
2	B2	L2	200					B2
3	B3	L3	200					B3
4	B1	L4	200					

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

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

Sl. no	Techno Commercially qualified bidder	Rank	Capacity (MW)	T	S_E	$(0.8 \times S_T)$	n^*	Shortlisted Bidders
1	B4	L1	200	2	200	240	2	B4
2	B2	L2	100					B2

* $n=2$ as per above formula

4.3.3 Shortlisted Bidders for Reverse Auction will be able to login into <https://www.bharat-electronictender.com> for reverse auction 15 minutes before the start time of reverse auction.

- i. During 15 minutes prior to start of reverse auction process, the respective tariff along with the total Project capacity of the Bidder shall be displayed on its window.
- ii. The minimum decrement value for tariff shall be Rs. 0.01 per kWh. The Bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
- iii. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value as mentioned above. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv. During e-Reverse Auction, the Bidder shall not have the option of changing the total Project capacity while quoting tariff during reverse auction.
- v. In the Bidder's bidding window, the following information can be viewed by the Bidder:
 1. Its tariff as the initial start price and there after last quoted tariff along with project capacity for which the Bidder is qualified;
 2. The list of all the bidders with their following details:
Pseudo Identity, last quoted tariff and project capacity
- vi. The initial auction period will be of 1 hour with a provision of auto extension by ten minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
 - a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.
 - b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
 - c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last ten (10) minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

4.4 Selection of Successful Bidder(s): The Bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted. However, the allocation will only be made to the bidders whose bid falls within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff.

- 4.4.1 In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted.

Provided, in case the partial capacity (balance capacity till the total capacity on offer is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Award and the Bank Guarantee or Payment on Order instrument against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidder(s).

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidder(s) not exceeding 200 MW. In case the last Bidder refuses to accept such partial capacity offered by TPL-D, the Bank Guarantee or Payment on Order instrument against EMD submitted by such Bidder shall be encashed by TPL-D.

- 4.4.2 In case of tie, among two or more Bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.
- 4.4.3 In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follow:

Step – 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these Bidders, then the following step (Step 2) will be followed.

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

- 4.4.4 At the end of selection process, Letter of Award (LOA) will be issued to all the Successful Bidder(s). In case of Consortium being selected as Successful Bidder(s), the LOA shall be issued to the Lead Member of the Consortium.

In all cases, TPL-D's decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating Bidders.

SECTION 5: FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.6 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 5.1)
- ii. Format for Power of Attorney (Format 5.2)
- iii. Format for Bank Guarantee/ Payment on Order instrument/Surety Bond as Earnest Money Deposit (EMD) (Format 5.3 A/Format 5.12A/Format 13A)
- iv. Format for Bank Guarantee/Payment on Order instrument/Surety Insurance Contract as Performance Guarantee (Format 5.3 B/Format 5.12B/Format 5.13B)
- v. Format for Board Resolutions (Format 5.4)
- vi. Format for the Consortium Agreement (Format 5.5)
- vii. Format for Disclosure (Format 5.6)
- viii. Format for submission of Financial Proposal (Formats 5.7)
- ix. Format of commitment to Financial Closure (Formats 5.8)
- x. Format of Declaration of experience (Format 5.9)
- xi. Format of Declaration (Format 5.10)
- xii. Format of Declaration (Format 5.10A)
- xiii. Format for submission of queries (Format 5.11)
- xiv. Terms & Conditions of Reverse Auction Procedure (Annexure-A)
- xv. Check List for Financial Closure (Annexure-B)
- xvi. Discom Demand Profile Requirements (Annexure-C)
- xvii. Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants (Annexure-D)
- xviii. Safety Standards To Be Followed For Battery Energy Storage Systems (Annexure-E)
- xix. Draft of Power Purchase Agreement (Annexure-F)

The Bidder may use additional sheets to submit the information for their detailed response.

FORMAT-5.1

Covering Letter

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

Date:

Reference No: _____

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

Tel.#:

Fax#:

e-mail address#

To,

Naimesh Shah

Vice President

Torrent Power Limited,

Naranpura Zonal Office,

Sola Road, Naranpura, Ahmedabad 380013

Sub: Response to Request for Selection (RfS) for selection of RE Developer for Supply of 200 MW firm and dispatchable power from RE Projects with Energy Storage System (ESS) and with Greenshoe Option up to 100 MW in India under Tariff Based Competitive Bidding.

Dear Sir,

We, the undersigned _____ [insert name of the 'Bidder'] having read, examined and understood in detail the RfS no. _____ dated _____ and Addendums thereto, if any including Qualification Requirements in particular, terms and conditions of the draft PPA for supply of power for 25 years from SCOD of the project issued by TPL-D and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 5.6 under Disclosure). We are submitting bid for the development of our Project at the following location(s) and the likely annual output in respect of power source to meet RPO obligation:

Table 1:

Sl no	Capacity (MW)	Location of unit (Village, Taluka, Dist.)	Likely Generation for Contracted Capacity p.a. (Mus)	Sub-station Details
-------	------------------	--	---	------------------------

1			Solar: Wind: Energy Storage System: Any other RE:	
---	--	--	--	--

(Note-1: The Bidder must ensure the project capacity mentioned is more than or equals to Minimum Bid Quantity).

Note-2: Delete/Insert the rows as applicable, and number the locations accordingly.

1. We give our unconditional acceptance to the RfS dated _____ and draft PPA and addendums thereto, if any. In token of our acceptance to the RfS, and draft PPA along with the amendments and clarifications issued by TPL-D, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that we shall demonstrate clear possession and right to use of the land identified for the Project within the deadlines as indicated in the RfS. We also confirm that the Project shall be commissioned within the deadline as indicated in the RfS.
2. Earnest Money Deposit (EMD): (Please read Section 3.10 before filling) we have enclosed EMD of Rs. _____ (Insert Amount) in the form of bank guarantee or Payment on Order instrument or Surety Bond no. _____ [Insert bank guarantee / letter of undertaking to pay/ Payment on Order Instrument/Surety Bond number] dated _____ [Insert date of bank guarantee / Payment on Order Instrument/Surety Bond] as per Format 5.3A/Format 5.12A/Format 5.13A from _____ [Insert name of bank/agency providing bank guarantee/ Payment on Order Instrument] and valid up to _____ in terms of Section 3.9 of this RfS. The total capacity of the Project offered by us is _____ MW.
3. We hereby declare that in the event our Project get selected and we are not able to submit Performance Guarantee for the Projects within due time as mentioned in 3.11 of this RfS, TPL-D shall have the right to encash the EMD submitted by us..
4. We have submitted our response to RfS strictly as per Section- 5 (Formats) of the RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and TPL-D offers a capacity which is less than our quoted capacity due to overall bid capacity limit and such offered capacity is greater than or equal to 50% of our quoted capacity, we will accept the same.
6. Acceptance: We hereby unconditionally and irrevocably agree and accept that the decision made by TPL-D in respect of any matter regarding or arising out of the Rfs shall be binding on us. We hereby expressly waive and withdraw any deviations and

all claims in respect of this process.

7. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.
8. In case of our selection as the Successful Bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, we shall ensure that our shareholding in the (special purpose vehicle) SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (One) year from the COD, except with the prior approval of TPL-D.
9. We shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with TPL-D, committing total equity infusion in the SPV as per the provisions of RfS.
10. We hereby undertake that in the event our project is selected; we shall be solely responsible for getting the connectivity as per provisions of RfS and PPA. In the event of delay in commissioning, the provisions of Section 3.19 of the RfS and relevant Articles of PPA shall be applied. Further, the Project shall not be considered as commissioned unless the connectivity with STU / CTU grid is established and certificate of commissioning is issued.
11. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from TPL-D.
13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
14. We confirm that all the terms and conditions of our Bid are valid up to a period of one hundred eighty (180) days from the last date of submission of response to RfS.
15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder(s), we agree that the same would be treated as a Successful Bidder's event of default under PPA and consequent provisions of PPA shall apply.

16. Contact person

Details of the representative to be contacted by TPL-D are furnished as under

Name:
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos. :
Fax Nos. :
E-mail address:

Dated _____

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

FORMAT- 5.2

(Applicable only in case of Consortium)

FORMAT FOR POWER OF ATTORNEY

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

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents that M/s _____ having its registered office at _____ and M/s _____ having its registered office at _____, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named _____ (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated _____ and having agreed to appoint M/s _____ as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s _____ a company incorporated under the laws of _____ and having its Registered /Head Office at _____ as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. _____ dated _____ and Addendums thereto, if any.

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

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

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

For and on behalf of Consortium Member M/s _____ (Signature of person authorized by the board)

(Name, Designation, Place, Date)

Accepted

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

Attested

(Signature of the executant)

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

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 5.3 A

Format for Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Bank Guarantee should be payable at Ahmedabad)

Ref__ Bank Guarantee No.

Date:

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of _____ MW [Insert cumulative Project capacity proposed] for Procurement of up to _____ MW of Power from grid- Connected Projects for long term basis, in response to the RfS no. _____ dated _____ and addendums thereto, if any issued by Torrent Power Limited, Naranpura Zonal Office, sola road, Naranpura, Ahmedabad 380013 and TPL-D considering such response to the RfS of _____ [insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of bank] "Guarantor Bank" hereby agrees unequivocally, irrevocably and unconditionally to pay to Torrent Power Limited at Ahmedabad forthwith on demand in writing from Torrent Power Limited or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Section 3.10 of this RfS] and shall not be terminable by notice or any change in the constitution of the Banker the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. only).

Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Section 3.9 of this RfS]. TPL-D shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Section 3.10 of this RfS].

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

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly TPL-D shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by TPL-D or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. Only) and it shall remain in force until _____ [Date to be inserted on the basis of Section 3.10 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if TPL-D serves upon us a written claim or demand in Ahmedabad Branch of _____ [Name of Bank and Branch].

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated _____

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Bank Guarantee shall be executed from any Nationalized Bank/ Scheduled Commercial Bank excluding Regional Rural Banks.

FORMAT- 5.3 B

Format for Performance Bank Guarantee for Project

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Bank Guarantee should be payable at Ahmedabad.)

In consideration of the ----- [Insert name of the Successful Bidder] (hereinafter referred to as selected Successful Bidder) submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at [Insert name of the place] for Purchase of Power through Competitive Bidding Process (followed by reverse e-auction) from _____ MW Grid Connected Projects in response to the RfS dated and Addendums thereto, if any issued by Torrent Power Limited, Naranpura Zonal Office, Sola Road, Naranpura, Ahmedabad 380013 and TPL-D considering such response to the RfS of [Insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project and issuing Letter of Intent (LOI) No - ----- dated ____ to (Insert Name of selected Successful Bidder) as per terms of RfS and the same having been accepted by the selected Bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Successful Bidder or a Project Company, M/s - ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS and LOI, the _____ [insert name & address of bank] "Guarantor Bank" hereby agrees unequivocally, irrevocably and unconditionally to pay to TPL-D at Ahmedabad forthwith on demand in writing from TPL-D or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Bidder/SPV]

This guarantee shall be valid and binding on this Bank up to and including..... [insert date as per Section 3.11] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ only.

Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Section 3.10 of this RfS] TPL-D shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Section 3.11 of this RfS]

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

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly TPL-D shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the _____ [insert name of Successful Bidder/SPV], to make any claim against or any demand on the _____ [insert name of Successful Bidder/SPV] or to give any notice to the _____ [insert name of Successful Bidder/SPV] or to enforce any security held by TPL-D or to exercise, levy or enforce any distress, diligence or other process against the _____ [insert name of Successful Bidder/SPV].

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. __only) and it shall remain in force until[insert date of validity in accordance with Section 3.11 of this RfS]

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee

only if TPL-D serves upon us a written claim or demand in Ahmedabad Branch of _____ [Name of Bank and Branch].

Signature_____Name__Power of Attorney No._____

For

_____[Insert Name of the Bank]_____

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this_day of __, 20__

Notes:

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

The Performance Bank Guarantee shall be executed by from any Nationalized Bank/Scheduled Commercial Bank excluding Regional Rural Banks

FORMAT-5.4

Format for Board Resolution

The Board, after discussion, at the duly convened Meeting on _____ (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act 2013, as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms. _____, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ dated _____ and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from _____ MW grid connected Project including signing and submission of all documents and providing information / response to RfS to TPL-D, representing us in all matters before TPL-D, and generally dealing with TPL-D in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

3. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. (To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)
4. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. (To be provided by the each Member of the Bidding Consortium including Lead Member)

5. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. [To be passed by the Lead Member of the Bidding Consortium]

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT- 5.5

Format for Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

This Consortium Agreement ("Agreement") executed on ____ day of ____ 2023 between M/s [insert name of Lead Member] a Company incorporated under the laws of ____ and having its Registered office at ____ (hereinafter called the "Member- 1", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of ____ and having its Registered Office at ____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of ____ and having its Registered Office at ____ (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ and Addendums thereto, if any issued by Torrent Power Limited (TPL-D) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at ____ or constituted under _____

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

WHEREAS TPL-D desires to purchase power from ____ MW grid connected Project through Competitive Bidding Process (followed by e-reverse auction)

WHEREAS, TPL-D had invited response to RfS vide its Request for Selection (RfS) dated ____

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s ____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ----, Member- n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 1 (One) year and the Lead Member of Consortium shall maintain 51% for 1 (One) years from COD of the Project.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Successful Bidder achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of TPL-D in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by TPL-D.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of TPL-D.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof;
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of TPL-D.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

For M/s----- [Member 1]

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

Witnesses:

1) Signature-----

Name: Address:

2) Signature -----

Name: Address:

For M/s----- [Member 2]

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

1) Signature -----

Name: Address:

2) Signature -----

Name: Address:

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

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name: Address:

(2) Signature -----

Name: Address:

Signature and stamp of Notary of the place of execution

FORMAT- 5.6

Format for Disclosure

[On stamp paper duly notarized]

Disclosure

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ dated _____ and addendums thereto, if any and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further undertake that we/our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not defaulter to any lender and there is no major litigation pending or threatened against us or any of our Affiliates which are of a nature that could cast a doubt on our ability or sustainability to undertake the Project.

We further declare that the above statement is true and correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the Bank Guarantees will be encashed and recoveries will be effected for the payments done.

(Signature & Name of the person Authorized By the board)

Date:

FORMAT- 5.7

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,
Naimesh Shah
Vice President
Torrent Power Limited,
Naranpura Zonal Office,
Sola Road, Naranpura, Ahmedabad 380013

Sub: Response to Request for Selection (RfS) for selection of RE Developer for Supply of 200 MW firm and dispatchable power from RE Projects with Energy Storage System (ESS) and with Greenshoe Option up to 100 MW in India under Tariff Based Competitive Bidding.

Dear Sir,

I/ We have submitted Financial Bid on e-bidding portal for Selection of my / our firm for a cumulative capacity of _____ MW (AC Capacity) as Bidder in response to RfS No. _____.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Note:

1. There can be only one tariff. If the Bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. If the Bidder submits the financial bid in the Electronic Form at <https://www.bharat-electronictender.com> not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The tariff should be mentioned up to two places of decimal only.
6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation

Authorized Signatory

Name:

Designation:

Name of the Firm/Consortium Address

FORMAT- 5.8

Format of Commitment to Financial Closure

(On Stamp Paper duly notarized)

We hereby undertake in line with Article 3.17 under the title “Financial Closure” that the Details required as per Annexure-B of this RfS shall be furnished within six (6) months prior to SCOD.

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

(Signature & Name of the person Authorized By the board)

Date:

Format 5.9

Declaration of experience

(on letter head of Bidder/Lead Member)

[Name of Bidder] or its Affiliate(s) has developed and operates Solar/Wind/Solar-Wind power plants at various locations as under:

Name of Bidder's Company/Affiliate(s)	Name of Procurer	Location of power plant	MW	Date of PPA/Letter of Award	Date of Commercial Operation/Scheduled COD

Format 5.10

Declaration

(On Stamp Paper duly notarized)

I/We hereby confirm that as on last date of bid submission, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors is not have been barred by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

Format 5.10A

Declaration

(On Stamp Paper duly notarized)

I/We hereby confirm that neither we nor any of our affiliates have defaulted on their respective debt obligations towards any of our lenders in the past 12 months.

If after submission of bid or issuance of LOI it is discovered that there was any misrepresentation then EMD shall be forfeited.

If it is discovered after signing of PPA that there was any misrepresentation, then TPL-D has right to forfeit the Performance Guarantee and terminate the PPA.

Format 5.11

Submission of queries on RfS and PPA

Sl. no	Name of the Document (RfS/PPA)	Article No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

Format 5.12A

Payment on Order Instrument as EMD to be issued by IREDA/REC/PFC

No. Date

To,

Torrent Power Limited

**Reg: M/s _____ (insert name of the Successful Bidder) (RfP No. _____) –
Issuance of Payment on Order Instrument for an amount of Rs. _____**

Dear Sir,

1. At the request of M/s _____, (insert name of the Bidder), having registered office at _____ [Insert address of Bidder] this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
2. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project of the capacity of MW under RfS for _____ (insert name of the RfS), for supply of power on long term basis, in response to the RfS dated..... issued by Torrent Power Limited (hereinafter referred to as TPL-D). As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to TPL-D at [Insert Name of the Place from the address of the TPL-D] forthwith on demand in writing from TPL-D or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of Bidder]
3. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to TPL-D on the following conditions:-
 - a. IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from TPL-D within the validity period of this letter as specified herein;
 - b. The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised against TPL-D;
 - c. The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its

constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

- d. The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged by any extension of time or variation and alternation given or agreed with or without knowledge or consent of the parties (TPL-D and bidding party), subject to the maximum extent of amount stated herein;
 - e. This Payment on Order Instrument can be invoked either partially or fully, till _____[insert date];
 - f. IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by TPL-D made in any format within _____[insert date]. IREDA/REC/PFC shall not require TPL-D to justify the invocation of the POI against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;
 - g. The POI shall be the primary obligation of IREDA/REC/PFC and TPL-D shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidder;
 - h. Neither TPL-D is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against TPL-D in respect of the payment made under letter of undertaking;
4. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ (1 year from validity of EMD) and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

(name of the POI issuing agency).

Signature

Name of Authorised Signatory

Format 5.12B

Payment on Order Instrument as Performance Guarantee to be issued by IREDA/REC/PFC

No. Date

To,

Torrent Power Limited

**Reg: M/s _____ (insert name of the Successful Bidder) (RfP No. _____) –
Issuance of Payment on Order Instrument for an amount of Rs. _____**

Dear Sir,

1. At the request of M/s _____, on behalf of _____ (insert name of the SPV), having registered office at _____ [Insert address of Successful Bidder] this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
2. In consideration of the _____ [Insert name of the Successful Bidder] submitting the response to RfS inter alia for selection of the Project of the capacity of MW under RfS for _____ (insert name of the RfS), for supply of power on long term basis, in response to the RfS dated..... issued by Torrent Power Limited (hereinafter referred to as TPL-D) and TPL-D considering such response to the RfS of [insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Successful Bidder and issuing Letter of Award No ----- to (Insert Name of selected Successful Bidder) as per terms of RfS and the same having been accepted by the Successful Bidder resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from Successful Bidder or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to TPL-D at [Insert Name of the Place from the address of the TPL-D] forthwith on demand in writing from TPL-D or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Bidder/ Project Company]
3. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to TPL-D on the following conditions:-

- a. IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of ____ days of receipt of request from TPL-D within the validity period of this letter as specified herein;
 - b. The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised against TPL-D;
 - c. The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - d. The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged by any extension of time or variation and alternation given or agreed with or without knowledge or consent of the parties (TPL-D and bidding party), subject to the maximum extent of amount stated herein
 - e. This Payment on Order Instrument can be invoked either partially or fully, till _____[insert date];
 - f. IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by TPL-D made in any format within _____[insert date]. IREDA/REC/PFC shall not require TPL-D to justify the invocation of the POI against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;
 - g. The POI shall be the primary obligation of IREDA/REC/PFC and TPL-D shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidder;
 - h. Neither TPL-D is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against TPL-D in respect of the payment made under letter of undertaking;
4. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ (1 year from validity for Performance Guarantee) and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs,

charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

(name of the POI issuing agency).

Signature

Name of Authorised Signatory

Format 13A - FORMAT OF THE SURETY BOND AS EARNEST MONEY DEPOSIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of _____ MW [Insert cumulative Project capacity proposed] for Procurement of up to _____ MW of Power from grid-connected Projects for long term basis, in response to the RfS No. _____ dated _____ and addendums thereto, if any issued by Torrent Power Limited, Naranpura Zonal Office, sola road, Naranpura, Ahmedabad 380013 and TPL-D considering such response to the RfS of _____ [insert the name of the Bidder] as per the terms of the RfS, the _____ [Insert name of Surety Insurer issuing the surety bond and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to Torrent Power Limited at Ahmedabad forthwith on demand in writing from Torrent Power Limited or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity proposed] only (the "Surety Bond"), on behalf of M/s. _____[Insert name of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer up to and including [Date to be inserted on the basis of Section 3.10 of this RfS] and shall not be terminable by notice or any change in the constitution of the Surety Insurer or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Surety Bond is restricted to Rupees _____ Only (Rs ____ Crore). The Surety Bond shall remain in force until [Date to be inserted on the basis of Section 3.10 of this RfS]. Torrent Power Limited or its authorized representative shall be entitled to invoke this Surety bond until [Insert Date, which is Three Hundred Sixty-Five (365) days after the date in the preceding sentence]. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from Torrent Power Limited or its authorized representative, made in any format, raised at the above-mentioned address of the Surety Insurer, in order to make the said payment to Torrent Power Limited or its authorized representative.

The Surety Insurer shall make payment hereunder on first demand without restrictions or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Surety Insurer shall not require Torrent Power Limited or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against Torrent Power Limited or its authorized representative in respect of any payment made hereunder.

This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

This Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety Insurer.

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly Torrent Power Limited or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by Torrent Power Limited or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until [Date to be inserted on the basis of Section 3.10 of this RfS], with an additional claim period of Three Hundred Sixty-Five (365) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if Torrent Power Limited or its authorized representative serves upon us a written claim or demand.

In witness where of:

Signature..... Name:

Power of attorney No/ Employee No. as applicable.:

For:

..... [Insert Name of the Surety-Insurance Company]

Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Insurance Company.

ANNEXURE 13B: FORMAT FOR SURETY INSURANCE CONTRACT AS PERFORMANCE GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the ----- [Insert name of the Successful Bidder] (hereinafter referred to as "Successful Bidder") submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at [Insert name of the place] for Purchase of Power through Competitive Bidding Process (followed by reverse e-auction) from _____ MW Grid Connected Projects in response to the RfS No. ____ dated and Addendums thereto, if any issued by Torrent Power Limited, Naranpura Zonal Office, Sola Road, Naranpura, Ahmedabad 380013 and TPL-D considering such response to the RfS of [Insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project and issuing Letter of Intent (LOI) No. _____ dated _____ to _____ (Insert Name of selected Successful Bidder) as per terms of RfS and the same having been accepted by the selected Bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from Successful Bidder or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS and LOI, the _____ [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as "Surety") hereby agrees unequivocally, irrevocably and unconditionally to pay to TPL-D at Ahmedabad forthwith on demand in writing from TPL-D or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Bidder/SPV].

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Torrent Power Limited, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Torrent Power Limited the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Torrent Power Limited, and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Power Purchase Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Torrent Power Limited.

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees Crores (Rs) only. The Surety Insurance Contract shall remain in force until ____ [Insert the date of validity of the Surety Insurance Contract as per Section 3.11]. Torrent Power Limited shall be entitled to invoke this Surety Insurance Contract up to three hundred sixty-five (365) days after the

last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Torrent Power Limited, containing the statement that the contractor has failed to meet its contractual obligations raised at the above-mentioned address of the Surety and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Torrent Power Limited on the Surety shall be conclusive and binding notwithstanding any difference between the Torrent Power Limited and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Torrent Power Limited and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Torrent Power Limited discharges this contract or till the expiry of tenor(including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, [Insert name of SPV], or [Insert name of the Selected Bidder], and/or any other person. The Surety shall not require the Torrent Power Limited to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Torrent Power Limited in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3) (b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety.

In order to give effect to this surety Bond, the Torrent Power Limited shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay

on demand by the Torrent Power Limited and the Torrent Power Limited shall not be obliged before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, [Insert name of SPV], or[Insert name of the Selected Bidder and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely,[Insert name of SPV], or [Insert name of the Selected Bidder and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely..... [Insert name of SPV], or [Insert name of the Selected Bidder], and/or any other person, as the case may be, or to enforce any security held by the Torrent Power Limited or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, [Insert name of SPV], or [Insert name of the Selected Bidder], and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the Torrent Power Limited and may be assigned, in whole or in part, (whether absolutely or by way of security) by Torrent Power Limited to any entity to whom the Torrent Power Limited is entitled to assign its rights and obligations under the Power Purchase Agreement Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Torrent Power Limited shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of Torrent Power Limited shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Torrent Power Limited in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety.

In witness where of:

Signature..... Name:

Power of attorney No/ Employee No. as applicable. :.....

For:

... [Insert Name of the Surety- Insurance Company]

Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Insurance Company.

Annexure –A: Terms and Conditions of Reverse Auction

After opening of financial bids and short-listing of Bidders based on the tariff and total capacity of project of qualified Project(s), TPL-D shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda / Corrigenda / Amendments / Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, such bids would be considered non-responsive and would be rejected by TPL-D.
7. The Bidder shall not divulge either his Bids or any other exclusive details of TPL-D to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Bidders may note that, although extension time is ‘10’ minutes, there is a time lag between the actual placing the bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute posting of the Financial Bid during reverse auction.
 - b) Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of TPL-D, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the Bidders that the bid event will lead to the final price of Bidders only.

- d) Technical and other non-commercial queries (not impacting price) can only be routed to the TPL-D contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such as issuance of LOA, signing of PPA etc. would be transacted directly between successful Bidder(s) and TPL-D.
 - f) LOA shall be placed outside the E-bidding portal & further processing of the LOA shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact E-bidding portal help desk.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
 - i) TPL-D will not be responsible for any PC configuration/Java related issues, software / hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
- (i) For access to the Reverse Auction site, the following URL is to be used <https://www.bharat-electronictender.com> No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2	Duration of Reverse-Auction Bidding Event	1 hour
3	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4	Entity-Start-Price	Tariff Quoted by the Bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by TPL-D on pre-specified date and time, while the Bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall

have to be ensured by Bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by TPL-D. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. TPL-D shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

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

TPL-D shall not have any liability to Bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of TPL-D shall be binding on the Bidders.

Other terms and conditions shall be as per Bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

ANNEXURE B: CHECK LIST FOR FINANCIAL CLOSURE

Last Date for submission of documents related to Financial Closure
(6 months prior to SCOD)

Project Company Name:

LoA No:

Date:

Effective Date of PPA:

Scheduled Commissioning Date:

1. Financial Closure:

Details	Presently indicated in PPA
Location	
Technology	
Certificate from all financial institutions	<p>In case of tie up through Bank / Financial Institutions: -</p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed).</p> <p>In case of Internal Resources: -</p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed).</p> <p>Performa for the cases where funding will be from Company other than Project Company.</p>

Note:-

- (i) Copy of Final Detailed Project Report (DPR)
 - (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to TPL-D as per the terms of PPA have been obtained is to be enclosed.
2. Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed)

3. Technical Parameters of the Project: Proposed Project configuration as part of DPR of the Project (to be enclosed)
4. Ownership of the Successful Bidder: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to TPL-D on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5. The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

Annexure C: Discom Demand Profile Requirements (MW)

[illegible]

Annexure – D: Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

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 IEC/IS 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. PV Module Qualification

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

Crystalline Silicon Solar Cell Modules IEC 61215

Thin Film Modules IEC 61646

Concentrator PV modules IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS 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
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest GERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant GERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50°C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is

recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

4. 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

5. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ 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.

6. Warranty

- a. PV modules used in grid connected solar power plants must be warranted for Peak output wattage, as per the requirement of RfS.
- b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- d. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

7. Identification and Traceability

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

- i) Name of the manufacturer of PV Module
- ii) Name of the Manufacturer of Solar cells
- iii) Month and year of the manufacture (separately for solar cells and module)
- iv) Country of origin (separately for solar cells and module)
- v) I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi) Wattage, Im, Vm and FF for the module
- vii) Unique Serial No. and Model No. of the module
- viii) Date and year of obtaining IEC PV module qualification certificate
- ix) Name of the test lab issuing IEC certificate
- x) Other relevant information on traceability of solar cells and module as per ISO 9000

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

8. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to TPL-D and MNRE or GEDA 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 TPL-D and MNRE or GEDA to the remote monitoring portal of the power plants on a 24X7 basis.

9. Safe Disposal of Solar PV Modules:

The Bidder will ensure that all Solar PV modules from their 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, 2011" notified by the Government and as revised and amended from time to time.

Annexure E: Safety Standards To Be Followed For Battery Energy Storage Systems (As Applicable)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description
IEC 61427-2 /IEC 62619:2017	Secondary cells and batteries for renewable energy storage for On-grid applications
IEC 62485-2 / UL1642	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Non-chemistrySpecific (applicable to all secondary battery types)
IEC 61508 / UL 9540	Functional Safety of Electrical/Electronic/Programmable ElectronicSafety-related Systems: Applicable for all Battery Energy Storage Systems
IEC 62133-1:2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 1: Nickel systems
IEC 62133-2 :2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portableapplications - Part 2: Lithium systems
IEC 62281/UN 38.3	Safety of primary and secondary lithium cells and batteries duringtransport: Applicable for storage systems using Lithium Ion chemistries
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)
IEC TS 62933-5-1:2017	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems - General specification

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

Draft of Power Purchase Agreement (Annexure-F)

(Provided as attachment separately)