

GOVERNMENT OF KARNATAKA



TUMAKURU SMART CITY LIMITED

MAHALAKSHMI ARCADE, S.S. PURAM MAIN ROAD, COFFEE BOARD COLONY,
TUMAKURU – 572102, KARNATAKA; TELEPHONE: 0816-2278190
E-MAIL – smartcitytumakuru@gmail.com

Request for Proposal (RFP)

Design, Procurement, Supply, Erection, Testing, commissioning of cumulative capacity of (1.86MW) (using Polycrystalline Solar PV Technology) Grid Interactive Solar Rooftop PV Power Plant with associated distribution line TUMAKURU, KARNATAKA ON RESCO Basis

VOLUME I

August, 2019

RFP No. TSCL/Tender/CR/94/2019-20

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**VOLUME-I
August -2019**

Tender Reference Number	TSCL/TENDER/CR /94/2019-20
Period of Sale of Tender Document E-Procurement Website http://eproc.karnataka.gov.in	From 14.10.2019 to 13.11.2019
Pre Tender Meeting Date, Time, Venue	21.10.2019,11:00AM hours Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1 st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State
Last date and Time for Receipt of Tender	13.11.2019, 17:00 hours
Time and date of Opening of Cover One Tender (Technical Proposal)	14.09.2019, 17:00 hours Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1 st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State
Time and date of Opening of Cover Two Tender (Financial Bid Proposal) , Venue	Will be Intimated to the Qualified Tenderers
Earnest Money Deposit (EMD)	Rs 8,00,000/-
Bid Validity Period	180 days from the Bid Due Date
Address for Communication	Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1 st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State E-Mail- smartcitytumakuru@gmail.com

RFP No. TSCL/TENDER/CR /94/2019-20

Tumakuru, 14.10.2019

Name and Address of Bidder.

(In case of a Consortium / Joint Venture (JV), a full name of the JV and the names of each member as in the submitted shall be used)

Dear Mr. / Ms.:

1. Tumakuru has been selected as one of the Smart Cities under the Smart Cities Mission of the Government of India the second round of the competitive selection process by the Ministry of Urban Development (MoUD), Government of India (GoI). An SPV, the **Tumakuru Smart City Limited (“TSCL” or “AUTHORITY”)** has been constituted to carry out the implementation of the Smart City plan. TSCL as per the mission guidelines has received funding from Government of India and Government of Karnataka
2. The TSCL or its successors and assigns intends for the Design, Procurement, Supply, Erection, Testing, commissioning of cumulative capacity of (1.86MW) (using Poly Crystalline Solar PV Technology) Grid Interactive Solar Rooftop PV Power Plant under Net metering system with associated distribution line up to the metering point of BESCO on Premises including operation & maintenance of the same on turnkey basis under RESCO MODEL (“Project”) at various Government Buildings in Tumakuru. The Project involves in setting up of the solar panels be at Twenty Seven (27) sites ranging from 10 KW to 500 KW capacity based on roof space available for the respected site each and bids to be submitted as a single block of total capacity are hereby invited. This includes the Operation & Maintenance of the 1.86 MW Solar PV Plant.
3. It is envisaged that the project be developed under RESCO MODEL and the Power Purchase Agreement (PPA) for the Power Purchase shall be for a period of 25 (Twenty-Five) years and the Authority now invites proposals to provide for the Design, Procurement, Supply, Erection, Testing, Commissioning and Operation & Maintenance of 1.86 Mw rooftop Solar PV Power Project (hereinafter called “ Project”). More details on the Scope of Work and Technical Specifications are provided in the at Section 6.
4. Agreement will be entered between TSCL, it’s successors and assigns, Developer and Bangalore Electricity Supply Company Ltd., (BESCO) and the Government buildings owners (Confirming Parties) for the Project Development & Implementation. Confirming parties shall provide the Exclusive rights to TSCL for entering the Agreement and sale of Electricity.
5. This Request for Proposal (RFP) is issued to M/s _____ on _____ against your request letter no. _____ Dated _____ and on payment of the cost of bid document as per the E- Procurement Portal.
6. It is not permissible to transfer this invitation to any other firm.
7. A Company/ firm will be selected as described in this RFP, in accordance with the policies of the Government of Karnataka.
8. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Instructions to Bidders and Data Sheet

Section 3 – Evaluation & Qualifying Criteria

Section 4 – Price Bidding Forms

Section 5 –Eligible Countries

Section 6 – Employers Requirement (Scope, Technical Specifications)

Section 7 –General Conditions of Contract

Section 8- Special Conditions of Contract

9. Please inform us by [insert date], in writing at [insert address], by facsimile [insert facsimile number], or by E-mail . smartcitytumakuru@gmail.com , bids@smartcitytumakuru.in

- a) That you have received the Letter of Invitation; (and though enough care has been taken while issuing the bid documents, the bidder should satisfy himself that documents are complete in all respects.)
- b) Intimation of any discrepancy shall be given to this office immediately in writing. If no intimation is received by this office from any bidder within 7 days from the date of issue of bid documents to him, then this office shall consider that the bid documents complete in all respects have been received by the bidder.

10. Last date for the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITB-BDS.

Yours sincerely,

MD and CEO,

Tumakuru Smart City Limited

Mahalakshmi Arcade, S.S. Puram Main Road,

Coffee Board Colony,

Tumakuru-

Karnataka State, India

Pin Code: 572102

Telephone: 0091-816-2278190

E-Mail- bids@smartcitytumakuru.in

GLOSSARY

Authority	As defined in Clause 1.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.3.2
Bidding Documents	As defined in Clause 1.2.8
Bid Due Date	As defined in Clause 1.3.2
Bidding Process	As defined in Clause 1.3.1
Bid Security	As defined in Clause 1.3.3
Business Entity	As defined in Clause 1.2.1
Bid Validity Period	As defined in Clause 2.16
Consortium	As defined in Clause 1.2.1
Conflict of Interest	As defined in Clause 2.1.12
Estimated Package Value	As defined in Clause 1.2.5
E-Procurement Website	As defined in Clause 1.3.1
Eligible Experience	As defined in Clause 3.2.6
Eligible Project	As defined in Clause 3.2.6
Government	Government of Karnataka
LOA	As defined in Clause 3.3.8
Member	Member of a Consortium
OMT	As defined in Clause 1.1.1
Power Purchase Agreement	As defined in Clause 1.2.2
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Power Purchase	As defined in Clause 1.2.6
Selected Bidder	As defined in Clause 1.2.3
Successful Bidder	As defined in Clause 3.3.3
Technical Capacity	As defined in Clause 3.3.2 (a) (ii)
INR Crore is INR 10 Millions	As defined in Clause 1.1.1

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

Contents

DISCLAIMER.....	8
1. INTRODUCTION.....	10
1.1 Background.....	10
1.2 Brief Description of Bidding Process.....	14
1.3 Schedule of Bidding Process.....	17
2. INSTRUCTION TO BIDDERS.....	19
A. GENERAL.....	19
2.1. General Terms of Bidding.....	19
2.2. Shareholding Commitments.....	23
2.3. Cost of Bidding.....	24
2.4. Site visit and verification of information.....	24
2.5. Right to accept or reject any or all Applications/ Bids.....	24
B. Documents of RFP.....	26
2.6. Contents of the RFP.....	26
2.7. Clarifications.....	26
2.8. Amendment of RFP.....	27
C. PREPARATION AND SUBMISSION OF BIDS.....	28
2.9. Format and Signing of Bid.....	28
2.10. Submission of Bids.....	28
2.11. Bid Due Date.....	30
2.12. Late Bids.....	30
2.13. Financial Bid.....	30
2.14. Modifications/ Substitution/ Withdrawal of Bids.....	31
2.15. Rejection of Bids.....	31
2.16. Validity of Bids.....	31
2.17. Confidentiality.....	32
2.18. Correspondence with the Bidder.....	32
D. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY.....	33
2.19. Bid Security.....	33
2.20. Performance Security.....	34
3. EVALUATION OF BIDS.....	35
3.1 Opening and Evaluation of Bids.....	35
3.2 Tests of responsiveness & Evaluation of Qualification and Financial Bid.....	36
3.3 Evaluation of Eligibility Criteria and Technical Bid - Details Submissions –Part B.....	37
3.4 Selection of Bidder- Financial Bid Evaluation Process.....	38
3.5 Contacts during Bid Evaluation.....	39
3.6 Financial Close.....	39
4. FRAUD AND CORRUPT.....	40
5. PRE-BID CONFERENCE.....	42

6. MISCELLANEOUS.....	43
APPENDIX – I : LETTER OF BID.....	46
APPENDIX – I: Annex 1: Details of Bidder	50
APPENDIX – II: POWER OF ATTORNEY	52
APPENDIX - III: POWER OF ATTORNEY.....	54
APPENDIX – IV: TECHNICAL CAPACITY- Annexure 1	56
APPENDIX – IV: TECHNICAL CAPACITY – Annexure 2	57
APPENDIX – IV: TECHNICAL CAPACITY – Annexure 3	58
APPENDIX – IV: Annexure – 4	60
APPENDIX – IV: Annexure – 5	61
APPENDIX – IV: Annexure – 6	62
APPENDIX – IV: Annexure – 7	63
APPENDIX – V: Annexure – 1.....	65
APPENDIX – V: Annexure – 2.....	66
APPENDIX – VI: JOINT BIDDING	68
APPENDIX – VII : ANTI-BLACKLISTING AFFIDAVIT	72
APPENDIX – VIII : ANTI-COLLUSION CERTIFICATE	73
APPENDIX – IX -Format for Letter of Undertaking by Parent Company.....	74
APPENDIX – X: NO DEVIATION - DEVIATION CERTIFICATE	75
APPENDIX – XI : FINANCIAL BID	76
APPENDIX – XII Location Details Based on Packages.....	78
APPENDIX – XIII Feasibility for Solar Roof Top Installation – BESCO.....	79

DISCLAIMER

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

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

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1. INTRODUCTION

1.1 Background

1.1.1 The Smart City Mission under the aegis of Ministry of Urban Development (MoUD), Government of India (GOI) envisages inclusive development of cities by promoting creation and augmentation of core infrastructure like water supply, sanitation, solid waste management, affordable housing, Renewable Energy, urban mobility, good governance, safety and security. The Mission, being implemented through a city-wide competition mode, would cover 100 cities over the five- year period. For the purpose of implementing the Smart Cities project, Tumakuru Smart City Limited (“TSCL”), a Special Purpose Vehicle (SPV) for Tumakuru Smart City Projects has been incorporated as a company under the Companies Act, 2013. TSCL would receive a sum of Rs. 1000 crores over the period of next five years from Gol and Government of Karnataka (GoK) for the development of Tumakuru as smart city.

Under smart city development, roof top solar PV installations are proposed for the existing Government buildings. Various Government buildings in the Tumakuru City have been surveyed and assessed for the suitability of Rooftop PV installations. Energy consumption pattern, sanctioned power from BESCO, power evacuation facility and structural capability of the buildings evaluated.

The regulations and policies of Government bodies’ -MNRE, KERC, BESCO for Rooftop PV installations reviewed to assess the Financial viability of the Project.

TSCL , In line with the objectives of the Government to increase the generation of Renewable Projects and specifically the Solar Power due to abundance of sun light available in the country, Authority has envisaged is inviting the Request for Proposal (RFP) for the Design, Procurement, Supply, Erection, Testing, commissioning of cumulative capacity of (1.86MW) (using Poly Crystalline Solar PV Technology) Grid Interactive Solar Rooftop PV Power Plant at various government buildings listed at schedule XII at Tumakuru City, Tumakuru district in the state of Karnataka on RESCO basis (the “Project”) has envisaged to set up Rooftop Solar PV systems at various government buildings, Colleges and Universities in Tumakuru City under net metering Mechanism.

All Government Buildings Authorities shall grant TSCL to allow RESCO to utilise the roof area of the Government Buildings and un-hindrance access to the roof of the Building 24hrs x 365 days for implementation and 25years period of Power Purchase Agreement period. Wherever the exclusive access/ un-hindrance approach for the government buildings roof tops are not available, due to the Security & confidential operational requirements of the Government Buildings, Bidder to consider in their proposal the extra cost requirements for providing the External Stair case to the roof top and necessary security requirements for safe guarding the Plant& Equipment’s during the Implementation period of 25 years.

The scope of the projects envisaged is that the Developer Shall Survey, Design, Engineer, Procure, Supply, Install and do Testing, Commissioning, Synchronizing the power to GRID on Gross

Metering at various buildings in Tumakuru for a period of 25 years from the date of signing of PPA including the Installation period under RESCO model. The details are of the Project are under:

Particulars	Capacity details	Project Cost	Bid Security
TSCL/TENDER/CR/94 /2019-20	Design, Procurement, Supply, Erection, Testing, commissioning of Solar Rooftop PV Power Plant- approximate 1.86Mw Grid Interactive including Operation & Maintenance for 25 years on PPP mode at various Government buildings in Tumakuru, Karnataka under Net metering Mechanism	Indicative Estimated Project Cost Rs. 8.16 Crore	Bid Security Rs. 8 Lakhs (Rs. Eight Lakhs only) or USD Twelve Thousand only

To accomplish the above, the Authority shall select the Successful Bidder through an open bidding process and invites the offers from all the eligible bidders as per the terms set out in this RFP.

- 1.1.2 The selected Bidder (“Selected Bidder”) shall have to enter into a Tripartite Agreement (hereinafter referred to as the “Project Development and Implementation Agreement” / “PD&IA”) as provided in Volume-II with each of the TSCL, who shall represent all the Government Building Authorities (Confirming Parties), RESCO (Developers) and Bangalore Electricity Supply Company Ltd., (BESCOM)

Post selection, the Successful Bidder shall enter into a Implementation Agreement which shall be a agreement between TSCL or its successors and assigns, the Successful Bidder of the Project, Confirming Parties and Bangalore Electricity Supply Company Ltd., (BESCOM) for the implementation of the Project. The successful Bidder shall also enter into a Power Purchase Agreement with BESCOM for the purchase of the Power. The said Power Purchase Agreement shall have to be approved by the Karnataka Electricity Regulatory Authority (KEREC).

Before the execution of the Implementation Agreement, the Agreement shall be entered between TSCL (it’s successors and assigns) with all the Government Building Authorities to provide the Exclusive rights for representing with the RESCO (Developers) and Bangalore Electricity Supply Company Ltd., (BESCOM). All Government Buildings Authorities shall grant TSCL the rights for the Procurement & implementation activities of the Planned Solar Roof Top Power Plant as per the prevailing Government of Karnataka norms to select RESCO.

The developer (hereinafter referred to as “Developer”), who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate itself as such prior to execution of the “ Power Purchase Agreement”, shall be responsible for Design, Finance, Procure, Construct, Operate & Maintaining the Project infrastructure & facilities for 25 years Period as per the provisions contained in the “ Power Purchase Agreement (the “PPA”) to be entered into between the Selected Bidder with Bangalore Electricity Supply Company Ltd., (BESCOM) in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

The Karnataka Electricity Regulatory Commission (KERC) shall approve the PPA. As per the KERC notification dated 1-08-2019, keeping the Prevailing Average Pooled Power Purchase cost per kw hr as notified by the Commission (herein referred as “Base Tariff”). The Bidder will be responsible for the recycling of the Power plant material after the life period.

The Tariff shall be discovered through Reverse bidding, keeping the Base Tariff as a limit on which the Bidder shall quote the discounted Rate (herein referred as “Bid Discovered Tariff”) to be filled and submitted as per Financial format **APPENDIX – XI: FINANCIAL BID**

- 1.1.3 The project shall aim to create infrastructure and has the scope that shall include the following (the “Scope”):
- a. The Bidder shall be responsible for Survey, Design, Finance, Engineer, Supply, Install and Test, Commissioning, Synchronize, Maintain the Project's under Poly crystalline silicon Technology at various locations along with the Capacities provided.
 - b. Connectivity with the Grid the Developer shall be responsible to evacuate the power from Solar Rooftop Plant to Grid as per the Net Metering scheme.
 - c. The Bidder Shall Operate & Maintain the Project facilities; carry out the responsibilities as per the conditions laid out in the Power Purchase Agreement during the tenancy of the same and supply of power at Effective Tariff.
 - d. The time period for holding the O& M rights for this project shall be 25 (Twenty-Five) years initially commencing from the date of signing of the Power Purchase Agreement.
- 1.1.4 The estimated cost of the Project (the “Estimated Project Cost”) has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Draft PD&IA and PPA provided as part of the Bid documents sets forth the detailed scope, development obligations, rights and duties of Developer and BESCO which shall be approved by KERC. The PPA shall be entered between the Successful Bidder (the “Developer”) and BESCO with Bid Discovered Tariff post the approval of KERC.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Draft Power Purchase Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, **interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.**
- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms. Authority has decided to carry out a competitive selection process for selection of a private entity to which

the project may be awarded. For better management of the tendering process, the Project which will be tendered on the e-Procurement portal (“Package”). Bidders may participate in submission of tenders for the Project.

Note:

- i. Power Purchase Agreement (the “PPA”) will be entered between the Successful Bidder and with the Bangalore Electricity Supply Company Ltd., (BESCOM) for a period of 25(Twenty-Five) years with Bid Discovered Tariff. The PPA shall be approved by the Karnataka Electricity Regulatory Commission (KERC).and the Successful Bidder.
- ii. Bidders, who meet the requisite Technical Capacity and Financial Capacity, will be declared qualified for opening of their Financial Bid.

1.1.8 Capacity of the Project:

The Project aims to create capacity of 1.86 MW the details of the building and the capacities are provided at Appendix XII.

1.2 Brief Description of Bidding Process

The Authority has adopted a single stage process (the “Bidding Process”) for selection of Bidders for award of the Projects and invites Bids from eligible parties (“Bidders”), which expression shall, unless repugnant to the context include the members of the Consortium, for the Project electronically in the unified e-procurement platform of the Government of Karnataka www.eproc.karnataka.gov.in (hereinafter referred to as “E-Procurement Website”) in accordance with the terms of this RFP. The Authority or any of its assignee shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through E-Procurement Website or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by Authority in this regard.

- 1.2.1 A complete set of bidding documents may be purchased by the interested eligible Bidders upon payment of specified amount towards the cost of Bid Documents through “E-Procurement Website”. However, issue of the bid document will not automatically mean that such Bidder is qualified. Only the bidders who have purchased the Bid Document shall be eligible for submission of the Bid Proposal.
- 1.2.2 In this Stage, the Bidders (the "Bidders") are requested to submit their Bids in accordance with the Bidding documents. The Bid shall be valid for a period of not less than 180 (One Hundred Eighty) days from the date specified in Clause 1.3 for submission of bids (the “Bid Due Date”).
- 1.2.3 The Bidding Documents include this RFP document and draft PD&IA and PPA for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidders are required to deposit, along with its Bid, a bid security equivalent to Rs. 8 Lakhs (Rs. Eight Lakhs only) as specified in clause 1.1.1. (the "Bid Security") refundable not later than 60 (sixty) days from the date of selection of the Successful Bidder, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA. The Bidder shall furnish the Bid Security through E-Procurement Website, through any one of e-Payment options only.
- 1.2.5 The e-payment made under any of the above options shall remain valid for a period of 180 (One Hundred Eighty) days from the Bid Due Date, or beyond any period of extension subsequently as determined by the Authority from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

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

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

1.2.6 The evaluation of the Bid submissions would be carried out in three stages.

The first stage would involve a test of responsiveness based on the Key Submissions-Part A. Those Bids found to be substantially responsive would be evaluated in the next stage i.e. the Qualification Stage.

In the Qualification Stage-Part B, the information of the Bidders relating to their bidding capacity would be evaluated as per Clause 3.2 B of the RFP. Only the Bidders who qualify in the evaluation ("Qualified Bidder") would be considered for the evaluation in the next stage.

The Financial Bid of only Qualified Bidders would be opened. The Qualified Bidder quoting highest discount offered on the Base Tariff per Unit from the Authority shall be declared as the Successful Bidder.

1.2.7 The documents accompanying the Bid(s) submission shall include:

"Key Submissions - Part A – As mentioned in Clause 3.2.1

I. "Qualification Submission"-Part-B as mentioned in Clause 3.3.2

II. Financial Bid - As mentioned in Clause 3.3.3

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

As per the Karnataka Electricity Regulatory Commission (KERC), it was informed that the Honourable commission for Smart city purpose shall allow private investments on the Government/ Institutional building's rooftop Solar PV power Plants through Competitive bidding from RESCOs without any load restriction based on the load of the Consumer Installation for Gross metering and on load restriction based on net metering. The Tariff shall be discovered through reverse bidding, keeping prevailing Average Pooled Power Purchase cost. Power Purchase Agreement to be entered between the BESCO and Developer with Bid Discovered Tariff.

Financial Bids are invited for the Project on the basis of PPA Tariff per unit (the "Bid Derived Tariff or the PPA Tariff") at which the BESCO shall be executing the PPA with the Developer for the energy exported to BESCO from the Rooftop Solar PV Power Plant on the Government Building. The net price to be paid by consumer /govt building owner for the consumed units will be at Rs. 5.60 per unit for the financial year of 2019-20. The PPA Tariff is to be derived through reverse bidding process with the Benchmark tariff fixed at Rs. 3.07 per unit (As per KER/01st August 2019). The financial bid shall not be exceed Rs. 3.07 (the "Benchmark Tariff"). The PPA Tariff at which the Bidder shall supply power to BESCO under the Net-Metering arrangement for any exported energy shall constitute the sole criteria for evaluation of the Financial Bids. Generally, highest discount offered on the Base Tariff per Kw hr shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the highest discount offered on the Base Tariff per Kw hr per Bidder in case such lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest discount offered on the Base Tariff per Kw hr Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

- (a) The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required including surveys for submitting their respective Bids for award of the Power Purchase including implementation of the Project.
- 1.2.8 The Selected Bidder (“Developer”) will be entitled for the revenues from the project in accordance with the terms and of the PPA entered. The charges will vary from time to time in correlation with the Karnataka Electricity Regulatory Commission (KERC) or Government Notifications.
- 1.2.9 Further, any other details of the process to be followed and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries (including any discrepancy, ambiguity and error with specific clause number) or request for additional information concerning this RFP shall be submitted in writing to the address mentioned below. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP No. TSCL/Tender/CR /036/2017-18"

Office of the MD and CEO,

Tumakuru Smart City Limited

Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road,

Coffee Board Colony, Tumakuru– 572102, Karnataka State

E-Mail- bids@smartcitytumakuru.in

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Table 1: Schedule of Bidding Process

Tender Name	Design, Procurement, Supply, Erection, Testing, Commissioning of cumulative capacity of (1.86MW) (using Poly crystalline Si Solar PV Technology) Grid Interactive Solar Rooftop PV Power Plant under net metering system on Govt. building's TUMAKURU, KARNATAKA ON RESCO Basis
Tender Reference Number	TSCL/Tender /CR /94/2019-20
Last date for receiving queries	21.10.2019, 15:00 hours
Date of publishing tender documentation the E-Procurement Website http://eproc.karnataka.gov.in	14.10.2019
Pre-Proposal meeting date, Time and Venue	Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State E-Mail- bids@smartcitytumakuru.in 21.10.2019, 15:00 hours
The Authority response to Queries by, in e-portal	24.10.2019, 17:00 hours
Earnest Money Deposit (EMD)	As per instructions in this tender document
Last date for submission of Bids Key Submission –Part A and Qualification & Technical Submission-Part B and IN SEPARATE SLOT FOR Financial Bid-Part C (the " BID Due Date ") by E-Procurement Website	13.11.2019, 17:00 hours
Date, time and venue for opening of Key Submission – Part A and Qualification & Technical Submission-Part B	Office of the MD and CEO, Tumakuru Smart City Limited Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102, Karnataka State E-Mail- smartcitytumakuru@gmail.com 15.11.2019, 17:00 hours
Date and time of opening of Financial Bids on Procurement Web Site	Will be intimated to the Qualified Bidders

Bid Validity Period	180 days from the Bid Due Date
Letter of Award (LOA)	Within 30 days from the date of declaration of the Successful Bidder
Signing of Power Purchase Agreement	Within 45 days from the date of acknowledgment of the LOA by the Successful Bidder
Commercial Operations Date	Shall be achieved by the Developer within 08 (Eight) months from the date of signing of the PD &IA and PPA.

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1. General Terms of Bidding

- 2.1.1 A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be as per the clause 2.1.2.
- 2.1.2 The Bidders shall adhere to the following:
- a. The Bidders may be a single Business Entity ("Single Business Entity") or a group of Business Entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single Business Entity and a Consortium.
 - b. A Single "Business Entity" government-owned entity and in case of Consortium, all the entities forming a Consortium, bidding for the Project, shall be a Company incorporated under the Companies Act, 1956/2013. or under an equivalent law abroad, if it is a foreign company. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.16 below. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft PD&IA and PPA for the Project shall have the meaning assigned thereto in the PPA. Copy of such Registration Certificate should be submitted along with the Bid.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms to be specified in the draft PD&IA and PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Power Purchase Agreement.
- 2.1.4 The Financial Bid should be submitted electronically in the format specified at Appendix XI, clearly indicating the Discount over Base Unit Price in both figures and words, The Financial Bid must clearly indicate the bid value in numerical and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, lowest of the two shall be taken into account. Any Financial Bid received in the physical form shall be considered as a non-responsive Bid and would be rejected.
- 2.1.5 The Financial Bid shall consist of the highest discount offered on the Base Tariff per kw hr be quoted by the Bidder which is being exported to BESCO after the net consumption of the building owner. The discounted tariff for unused units by the building owner or exported units to bescom shall be payable by the BESCO to the developer as per the terms and conditions of this RFP and the provisions of the PD&IA and PPA.
- 2.1.6 The Bidder shall furnish a Bid Security as per the Project equivalent to about 1% (one per cent) of the Estimated Project Cost, i.e. Rs. 8 Lakhs (Rs. Eight Lakhs only) for entire 1.86 MW is to be submitted in accordance with the provisions of this RFP.

- 2.1.7 The validity period of the Bid Security shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended by the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The EMD shall be refundable as per the Clause 2.19.2 except in the case of the Selected Bidder whose EMD shall be retained till they have provided a Performance Security under the PD&IA .
- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix – II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix – III.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Financial Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.12 The Bidding Documents including this RFP and all attached documents shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 2.1.13 The Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than twenty five per cent (25%) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, as the case may be, is not more than twenty five per cent (25%) of the paid up and subscribed share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the

- Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, Concession loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, Concession loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other; or
 - vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
 - vii. The Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case the Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.1.14 This RFP is not transferable.

2.1.15 Any Amendments, notifications, Award of Right, Power Purchase pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.16 The Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "SPV"), to execute the draft PD&IA and PPA and implement the Project. In case foreign company bids as a Single Business Entity, it shall, prior to execution of the PD&IA and PPA, incorporate an **appropriate "SPV" to execute the PD & IA, PPA and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV incorporated under the Indian Companies Act 2013, to execute the PD & IA, PPA and implement the Project, comply with the following additional requirements:**

- i. Number of members in a consortium shall not exceed 2 (Two);
- ii. In case an SPV is proposed to be incorporated, the shareholding commitments of all the members of the Consortium shall be in accordance with Clause 2.2;
- iii. The Bid should contain the information required for each member of the Consortium;

- iv. Members of the Consortium shall nominate one member as the lead member (the “Lead Member The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix - III, signed by all the members of the Consortium; by a Power of Attorney, as per the format at Appendix-III;
 - v. If an SPV is proposed to be incorporated, the Lead Member shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV throughout the Agreement Period. Members of the Consortium shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until third anniversary of the Commercial Operations Date of the Project.
 - vi. The Bid should include a brief description of the status of the Consortium members (Lead Member or Other Member), and the respective equity shareholding commitment, if an SPV is proposed to be incorporated;
 - vii. An individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification;
 - viii. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-VI (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i convey the intent carry out all the responsibilities in terms of the draft PDIA, in case the Project is awarded to the Consortium
 - ii clearly outline the proposed roles and responsibilities of each member at each stage;
 - iii commit the minimum equity stake to be held by each member, in case an SPV is proposed to be incorporated;
 - iv include a statement to the effect that all members of the Consortium shall under the draft PDIA, be liable jointly and severally for all obligations of the Developer in relation to the Project in accordance with the draft PDIA; and
 - v In case the Consortium does not intend to incorporate an SPV for implementation of the Project, then only the Lead Member shall have direct financial claim on the Authority.
- 2.1.17 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.
- 2.1.18 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration
- 2.1.19 Award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate. In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

2.1.20 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms.
- (c) Bidders should demonstrate their capabilities in accordance with Clause 3.3 of this RFP; and

2.1.21 While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 25% (Twenty-Five per cent) of the aggregate issued, subscribed and paid up equity share capital in the Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 25% (Twenty Five per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member; then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.
- (c) The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2015, or any substitute thereof, as in force on the date of such acquisition.
- (d) The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2. Shareholding Commitments

2.2.1 In case the Selected Bidder is a Consortium and forms an SPV, Members of the Consortium shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until third anniversary of the Commercial Operations Date of the Project. Lead Member shall have 26% shareholding of the SPV throughout the PD & IA, PPA Period. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the draft PD&IA and PPA, and a breach hereof shall, notwithstanding anything to the contrary contained in the draft PD&IA and PPA, be deemed to be a breach of the draft PD&IA and PPA and dealt with as such thereunder.

2.2.2 In case the Selected Bidder is a Single Business Entity and exercises its option to incorporate a SPV, then it shall hold at least 51% (fifty-one per cent) of subscribed and paid up equity share capital of

the SPV, until third anniversary of the Commercial Operations Date of the Project. This condition is applicable only in case the Single Business Entity incorporates an SPV to execute the draft PD&IA, PPA and Implement the Project. In case a foreign company bids as a Single Business Entity, it shall incorporate an appropriate SPV and it shall hold at least 51% (fifty-one per cent) of subscribed and paid up equity share capital of the SPV, until third anniversary of the Commercial Operations Date of the Project.

2.3. Cost of Bidding

2.3.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4. Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, un hindrance access to the rooftop of the buildings, to assess the requirement of exclusive stair case(if required) and security requirement for the roof top for the Operation & Maintenance requirements during the Implementation period for 25 Years on 24 hour basis and for 365 days, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.4.2 It shall be deemed that by submitting the Application, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Power Purchase Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5. Right to accept or reject any or all Applications/ Bids

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any

time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 2.5.2 The Authority reserves the right to reject any Application and/ or Bid if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
 - (c) If the Bidder/Bidders is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - i. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.5.3 In case it is found during the evaluation or at any time before signing of the PD&IA, PPA or after its execution and during the period of subsistence thereof, including the Power Purchase thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the PD&IA, PPA and if the Bidder/SPV has already been issued the LOA or has entered into the PD&IA, PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Power Purchase Agreement or under applicable law.

B. Documents of RFP

2.6. Contents of the RFP

- 2.6.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

Key Submissions (Part-A)

- APPENDIX I: Letter of Bid
- APPENDIX II: Power of Attorney for signing of Bid
- APPENDIX III: Power of Attorney for Lead Member of Consortium
- APPENDIX VI: Joint Bidding Agreement
- APPENDIX VII: Anti-Blacklisting Affidavit
- APPENDIX VIII: Anti-Collusion Certificate
- APPENDIX – IX--Format for Letter of Undertaking by parent company
- APPENDIX – X- NO DEVIATION - Deviation CERTIFICATE
- APPENDIX – XII-LIST OF GOVERNMENT PROPERTIES

Qualification (Part-B)

- APPENDIX IV: Technical Capacity
- APPENDIX V: Financial Capacity

Financial bid (Part-C)

- APPENDIX XI: Financial Bid

- 2.6.2 The Draft PD&IA, PPA worked out by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.7. Clarifications

- 2.7.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (Seven) days prior to the Bid Due Date. The responses will be published on E-Procurement Website without identifying the source of queries.

- 2.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.7.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications through E-Procurement Website. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.7.4 There will be a pre – bid meeting on the specified date 21.08.2019 and time 15:00 hours mentioned will be held at the following location.

MD and CEO,

Tumakuru Smart City Limited

Mahalakshmi Arcade, S.S. Puram Main Road,

Coffee Board Colony,

Tumakuru-

Karnataka State, India

Pin Code: 572102

Telephone: 0091-816-2278190

E-Mail- bids@smartcitytumakuru.in

The potential bidders can seek any techno – commercial clarifications in the Pre –Bid meeting. The bidder must submit written request for clarification of any technical / commercial points, well in advance before the pre-bid meeting.

- 2.7.5 Non-attendance at the pre-Bid meeting will not be a cause for rejection of a Bidder but cannot be a reason for inadequate data acquisition for filling necessary parts of the BID.

2.8. Amendment of RFP

- 2.8.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.8.2 Any Addendum thus issued will be published in E-Procurement Website without identifying the source of queries. The published details on the said sources will be binding on the participating Bidders.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. Information about extension of the deadline will be published in E-Procurement Website.

C. PREPARATION AND SUBMISSION OF BIDS

2.9. Format and Signing of Bid

- 2.9.1 The Bidder shall provide all the information sought under this RFP in electronic mode. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.9.2 All the documents of the Bid sought under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.
- 2.9.3 All documents of the Bids submitted in electronic mode under this RFP shall be uploaded on E-Procurement Website: www.eproc.karnataka.gov.in using digital signature.

2.10. Submission of Bids

- 2.10.1 The Bidder shall submit the Bid in the manner specified in Clause 2.10.2.
- 2.10.2 The Bidder shall submit following documents in the electronic mode using their digital signatures in the correct slots in E-Procurement Website. The Bidder shall submit the Bids comprising the following documents viz. “Key Submissions”-Part A, “Qualification Submissions”-Part B and “Financial Bid”-Part in the correct slots in the E-Procurement Website.

A. “Key Submissions-Part A

- a) Scanned copy of Letter of Bid and Details of Bidder (Appendix I) along with Annexes and supporting documents.
- b) Scanned copy of the Power of Attorney for signing of Bid in the prescribed format (Appendix – II);
- c) If applicable, the scanned copy of the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – III);
- d) Scanned copy of Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix VIII.
- e) Scanned copy of Memorandum and Articles of Association, in case where the Bidder is a company.
- f) Scanned copy of the Anti-Collusion Certificate in the format provided in prescribed format (Appendix IX);
- g) Scanned copy of the Anti-Blacklisting Affidavit in the format provided in prescribed format (Appendix X);
- h) If applicable, scanned copy of the certificate from the Statutory Auditor/ Independent Auditor for Group Business Entity (format provided as Annex IV of Appendix I);
- i) Copies of Bidder’s or each Consortium Member’s duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year 2014-15 to 2018-19.

- j) A copy of the Draft Project Development and Implementation Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid.
- k) A copy of the Draft Power Purchase Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid.

B. "Qualification Submission" – Part-B

- a) Scanned copy of Technical Capacity as per the format given in Appendix – IV
- b) Scanned copy of Financial Capacity as per the format given in Appendix – V
- c) Technical offer for 1.86 MW Poly crystalline Si Technology Grid Interactive Solar Rooftop PV Power Plant"

C. Financial Bid

To be submitted as Financial Bid Part C.

- a) The Financial Bid submission shall be submitted only electronically on the e-procurement website and furnished in the format at Appendix – XI
- b) As per the KERC, it was informed that to allow Private Investments on the Government/ Institutional building's rooftop Solar PV power Plants through Competitive bidding from RESCOs without any load restriction based on the load of the Consumer Installation. The Tariff shall be discovered through reverse bidding, keeping prevailing Average pooled Power Purchase cost. PPA to be entered between the BESCO and Developer. Generally, highest discount offered on the Base Tariff per kw hr Unit shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the highest discount offered on the Base Tariff per kw hr Bidder in case such lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest discount offered on the Base Tariff per kw hr Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- c) The Bidder shall be required to upload separate Financial Bid for the Package in the slot provided for financial bid in the e-procurement website. Any Financial Bid received in part or in incomplete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected. Bidder shall specify the highest discount offered on the Base Tariff per kw hr and also mention the Value in Indian Rupees, to undertake the Project in accordance with this RFP and the provisions of the Power Purchase Agreement.
- d) The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Power Purchase including implementation of the Project.
- e) Bids are invited for the Project on the basis of the highest discount offered on the Base Tariff per kw hr by the bidder for implementing the Project. The Rights Period is pre-determined, as indicated in the PPA. The highest discount offered on the Base Tariff per kw hr shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest discount offered on the Base Tariff per kw hr

- f) The Selected Bidder will be entitled to charge cost per kw hr Gross generated as per the PPA entered. The charges may vary from time to time in correlation with the KERC or Government notifications.
- g) A tender submitted with an adjustable /conditional quotation will be treated as non-responsive and rejected.

2.10.3 Authority reserves the right to accept the offer for combined bid for 1.86MW or split up the order for 2 blocks each of approximately 900kw separately.(Deleted)

2.10.4 If the documents are not uploaded in the manner as instructed in this RFP document, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11. Bid Due Date

2.11.1 Bids through electronic mode in E-Procurement Website should be submitted up to the Bid Due Date in the manner and form as detailed in this RFP.

2.11.2 Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.11.3 Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bids.

2.12. Late Bids

2.12.1 E-Procurement Website will not accept any Bids submitted after the Bid Due Date. Bids received by the Authority after the specified time on the Bid Due Date for submission shall not be eligible for consideration and shall be summarily rejected.

2.13. Financial Bid

2.13.1 The Financial Bid submission shall be submitted only electronically on the e-procurement website and furnished in the format at Appendix – XI

2.13.2 As per the KERC, it was informed that to allow Private Investments on the Government/ Institutional building's rooftop Solar PV power Plants through Competitive bidding from RESCOs with load restriction based on the sanctioned load on net metering basis of the Consumer Installation. The Tariff shall be discovered through reverse bidding, keeping prevailing Average pooled Power Purchase cost as per the directions of KERC on 01st august 2019. PPA to be entered between the BESCOM and Developer with Bid Discovered Tariff. Generally, highest discount offered on the Base Tariff per kwhr for the exported units to bescom shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the highest discount offered on the Base Tariff per kw hr Bidder in case such lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest discount offered

on the **Base Tariff** per kw hr Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

- 2.13.3 The Financial bid shall be required to upload in the slot provided for financial bid in the e-procurement website. Any Financial Bid received in part or in incomplete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected. Bidder shall specify the highest discount percentage offered on the Base Tariff per kw hr, to undertake the Project in accordance with this RFP and the provisions of the PD & IA and Power Purchase Agreement.
- 2.13.4 The Project will be awarded to the Bidder of highest quoted percentage of discount over the Base Tariff per kw hr in accordance with the procedure described in the Clause 3.4.

2.14. Modifications/ Substitution/ Withdrawal of Bids

- 2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date of its Bid electronically on E-Procurement platform. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date
- 2.14.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 2.14.3 No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its Bid security, pursuant to Clause 2.19.6.
- 2.14.4 The modification, substitution or withdrawal notice shall be prepared, and delivered in accordance with Clause 2.10, with additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate in its Bid electronically on E-Procurement platform prior to Bid Due Date.

2.15. Rejection of Bids

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

2.16. Validity of Bids

- 2.16.1 The Bids shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the Bid Due Date (the "Bid Validity Period"). The Authority reserves the right to reject any Bid, which does not meet this requirement. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17. Confidentiality

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

2.18. Correspondence with the Bidder

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

D. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

2.19. Bid Security

- 2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security for an amount and in the manner provided in Clause 1.3. and having a validity period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time.
- 2.19.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.19.3 Save and except as provided in Clause 1.2.4, Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder and successful completion of the Bidding Process or when the Bidding process is cancelled by the Authority. With respect to EMD paid through e-payment, the refund shall be made through electronic transfer. The Bidders shall furnish the information regarding RTGS, Account number etc. details as may be required by the Authority. For this purpose, the Bidders shall furnish the information regarding RTGS, Account number etc. as may be required by the Authority.
- 2.19.4 The Successful Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Power Purchase Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Power Purchase Agreement.
- 2.19.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.19.6 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - b) If a Bidder withdraws its Bid during the period of Bid Validity Period as specified in this RFP and as extended by the Bidder from time to time;
 - c) In the case of Successful Bidder, if it fails within the specified time limit -
 2. sign and return the duplicate copy of LoA;
 3. To sign the PD&IA and Power Purchase Agreement and/or
 4. To furnish the Performance Security within the period prescribed there for in the Power Purchase Agreement;

- d) In case the Selected Bidder, having signed the Power Purchase Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20. Performance Security

2.20.1 Performance Security shall be submitted by the Selected Bidder after receipt of Letter of Award and acceptance of the same as per the manner and details shall be furnished towards the Performance Security are given below;

- (i) During the construction period Bank Guarantee equal to 10% of the Estimated cost, as Performance Security, which shall be valid till 90 days beyond the expiry of COD of the project. At the time of signing of PD&IA and PPA, Developer shall submit three bank guarantees towards the Performance Security and the same shall be submitted in the ratio of 20%, 40% & 40%. Details of the bank guarantees furnished towards the Performance Security are given below;

- (a) Bank Guarantee No. _____ dated _____ for an amount of Rs. 16,20,000/- (Rupees Sixteen Lakhs Twenty only)
- (b) Bank Guarantee No. _____ dated _____ for an amount of Rs. 32,40,000/- (Rupees Thirty-Two Lakhs Forty Thousand only); and
- (c) Bank Guarantee No. _____ dated _____ for an amount of Rs. 32,40,000/- (Rupees Thirty-Two Lakhs Forty Thousand only)

The commercial operation date ("Commercial Operations Date" / "COD") for the Solar PV Project shall be achieved by the Developer within 08 (Eight) months from the date of signing of the PD & IA and PPA. Failure to achieve the said COD schedules The Authority shall encash and invoke the Performance Security in the following manner: -

- (a) Delay up to one month 20% of the total Performance Security
- (b) Delay of more than one month and up to two months 40% of the total Performance Security
- (c) Delay of more than two months and up to three months 40% of the Performance Security
- (d) In case the achievement of COD is delayed beyond 3 (three) months, with encashment of all the 3(Three) Performance securities and Termination of PD&IA and PPA
- (ii) The Developer shall be required to furnish 10 (Ten) Bank Guarantees each equivalent to 1.0% of Contract Value for a total Performance Security of 10% of Contract value towards contract performance security, which shall be valid till 90 days beyond the expiry of TEN years O&M contract of the project. However, the O&M of the Project is for (25) Twenty-Five Years which is the life period of the PV System.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at the place specified in Clause 1.3 and in the presence of the Bidders who choose to attend the opening of bid at the specified Location, date and time mentioned in 1.3.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids set out in Clause 1.2.4 (B) in accordance with the provisions set out in this Section 3.
- 3.1.3 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 3.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.5 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.6 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 3.1.8 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligibility of the Bidder.
- 3.1.9 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.5.2 and 2.5.3.

3.2 Tests of responsiveness & Evaluation of Qualification and Financial Bid

A Tests of Responsiveness - Key Submissions – Part A

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix – I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.11.2;
- (c) it is signed and submitted electronically on the E-Procurement Website in the manner stipulated in Clause 2.9 and Clause 2.10;
- (d) it is accompanied by the Bid Security as specified in Clause 1.3.
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8 and 2.1.9, as the case may be;
- (f) it is accompanied by a copy of Joint Bidding Agreement as per format at Appendix VIII;
- (g) copy of Certificate of Incorporation and a Copy of Memorandum and Articles of Association of the Bidder;
- (h) Copies of Bidder's or each Consortium Member's duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year FY 2016-17, FY2017-18 and FY 2018-19;
- (i) it is accompanied by the Technical submission in the prescribed format providing all the details sought under the same and is found to be adequate;
- (j) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (k) it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor Tumakuru Smart City Limited deviations, non-material non – conformities, the information can be reviewed and evaluated by Authority without communication with the Bidder). Authority reserves the right to determine whether the information has been provided in reasonable detail;
- (l) A copy of the draft Project Development and Implementation Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney's referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid; it does not contain any condition or qualification; and
- (m) it is not non-responsive in terms hereof.

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

3.2.3 Details submitted related to Technical Capacity and Financial Capacity made by the Bidder shall only be checked for its adequacy and does not constitute criteria for evaluation. No weightage is thus given to the Technical Capacity and Financial Capacity submitted in so far the selection of the Bidder is concerned. However, the Authority reserves the right to evaluate the same at its discretion at any point of time.

3.3 Evaluation of Eligibility Criteria and Technical Bid - Details Submissions –Part B

3.3.1 Only those Bidders whose Bids are responsive as specified in Clause 3.2.1 above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.3.2 The Bidders' competence is proposed to be established by the following parameters:

- (i) Technical Criteria; and
- (ii) Financial Criteria

(a) Technical Criteria:

For demonstrating Technical Criteria and experience (the “**Technical Criteria**”), Bidder shall have over the past 5 (five) financial years preceding the Application Due Date, Bidder to have,

- i. undertaken Solar Power Projects with the minimum installed capacity of 1 MW.
- ii. successfully completed under RESCO Model contracts for Design, Engineering, Supply, Installation, Testing, commissioning for solar rooftop PV project of Minimum installed capacity of 1 MW cumulative capacity out of which at least one Single Roof top Project capacity as 100 Kw on a Single Roof or multiple roofs in same premises and connected to a single metering system.
- iii. achieved 90% of generation Guarantee of the capacity mentioned in clause 3.3.2 (a) (ii) generation Guarantee shall mean agreed annual Energy generation per mw of installed Solar Roof top PV Power Plant. To ascertain this the client certificates have to be submitted.

(b) Financial Capacity:

- i. In the immediately preceding financial year, the Bidder or the Bidder Consortium as the may be shall demonstrate a minimum Net Worth (the “**Financial Capacity**”) of Rs. 1.62 crore (Rs. One Crore and Sixty-Two Lakhs only);
- ii. The annual turn over of the consortium collectively should be not less than a value of 16.2 Crores in any two years in the last Five Financial years.

The Application must be accompanied by the Audited Annual Reports of the Bidder for the last Five Financial years (FY 2014-2015, FY 2015-2016, FY 2016-17, FY 2017-18 and FY 2018-19).

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

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

The Group Business Entity shall be a Company incorporated under the Companies Act 1956/2013 or under an equivalent law abroad, if it is a foreign company. The details of Group Business Entities must also be provided as per Annex-I of the RFP.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.4 Selection of Bidder- Financial Bid Evaluation Process

- 3.4.1 The Financial Bid of the Bidders adjudged as responsive in terms of Clause 3.3, and who meet the Eligibility Criteria (“Qualified Bidders”) shall be opened for Financial Bid Evaluation Process.
- 3.4.2 All the Financial Bids received for the Projects would be opened and the Discount price over Base Tariff in Rs X.xx per Kw hr offered by the Bidder under the Bid would be determined. The Bidder offering the highest Discount over Base Tariff in Rs per Kw hr will be selected (the “Selected Bidder”) under reverse bidding.
- 3.4.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3.4.4 The Bids of the Bidders who do not qualify as per the provisions above shall be returned unopened.
- 3.4.5 In the event that the highest discount offered on the Base Tariff in Rs per Kw hr Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest discount offered on the Base Tariff per kw hr of the Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the highest discount offered on the Base Tariff per kw hr Bidder, it shall be the Successful Bidder. If two or more Bidders match the said highest discount offered on the Base Tariff per kw hr Bidder in the second round of bidding, then the Bidder whose Bid was highest discount offered on the Base Tariff per kw hr as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth highest discount offered on the Base Tariff per kw hr Bidders in the first round of bidding offer to match the said highest discount offered on the Base Tariff per kw hr Bidder in the second round of bidding, the said third highest discount offered on the Base Tariff per Unit bidder shall be the Successful Bidder.
- 3.4.6 In the event that no Bidder offers to match the highest discount offered on the Base Tariff per kw hr Bidder in the second round of bidding as specified in Clause 3.3.6, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except highest discount offered on the Base Tariff per kw hr Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for

submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are lower than the Bid of the second highest discount offered on the Base Tariff per Unit Bidder in the first round of bidding.

- 3.4.7 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Successful Bidder (Developer) and the Developer shall, within 3 (Three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Developer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.4.8 After acknowledgement of the LOA as aforesaid by the Developer, the PD&IA and PPA shall be executed within the period of 30 Days as prescribed in Clause 3.4.9. The Developer shall not be entitled to seek any deviation in the PD&IA and PPA
- 3.4.9 **Letter of Acceptance and execution of Agreement** - Within 30 (Thirty) Days of the receipt of LoA or within such further time as the Authority may agree to in its sole discretion, Developer shall form and incorporate Special Purpose Vehicle (SPV) under the Companies Act, 2013 and the SPV so formed shall execute the PD&IA, PPA for the Project.

3.5 Contacts during Bid Evaluation

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

3.6 Financial Close

- 3.6.1 The Selected Bidder shall achieve Financial closure within 90 (Ninety) days from the signing of this Agreement.

4. FRAUD AND CORRUPT

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

- (b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of Three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder

- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications, point out any errors or contradictions in the RFP document and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any Power Purchase and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all Power Purchase and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 Project Monitoring Framework - The monitoring of the project shall be undertaken during construction & commissioning phase and operation phase. The monitoring of project construction & commissioning shall be undertaken by Project Commissioning Panel to be appointed by Authority comprising 2 members from Authority and 1 member from Developer. Monitoring of project operation, maintenance and management shall be undertaken by Independent Panel to be appointed by Authority comprising of 2 members from Authority and 1 member from Developer. Costs of the members of the Authority shall be borne by Authority and costs of the members of the Developer shall be borne by the Developer. Both the panels can appoint additional independent experts/advisors for providing assistance in monitoring the project. Payment to such experts/advisors will be made by the Authority and Developer respectively. In addition to this, Authority shall have the right to appoint third party auditors to carry out periodic inspection to ensure that the services to be provided by the Developer meet the set quality standards. The roles & responsibilities of Project Commissioning and Independent Experts are as specified in the Draft Power Purchase Agreement.
- 6.5 Bidder to provide the Undertaking for the following:
- i. The PV modules used in the grid solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards – Poly crystalline Modules IEC 61245

- ii. In addition, PV modules must qualify to IEC 61730 for safety qualification testing. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- iii. The Bidder shall furnish a performance certificate in English issued by Competent Authority clearly mentioning that the Bidder has designed, engineered, supplied, installed, tested, commissioned and operated and maintained the project for a minimum period of one year.
- iv. Bidder to provide Type test certificates issued by one of the IEC authorized test centre's for the PV modules or a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore will also be valid for submission.
- v. The Bidder shall submit an Energy Sale Certificate for a period of at least one year from the concerned utility company.
- vi. The Bidder should have experience in the All grid connected Rooftop solar PV power plants to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters.
- vii. The Bidder should have HT Electrical Licence certificate and having the Electrical Technical team with Electrical Licence for operating the Switch gear
- viii. The entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed
- ix. All the materials/equipment supplied by us under this bid shall be according to the various codes, standards, acts, laws, rules, etc. as specified in your bid specification and documents. The materials/ equipment size shall be limited to the transportation facilities available in India, the conditions of roads, bridges, ports, etc. for unloading and/or transporting heavy pieces of material / equipment.
- x. PERFORMANCE GUARANTEES FOR THE PERFORMANCE OF THE CONTRACT: We confirm that the ratings and performance figures of the equipment to be supplied by us are fully guaranteed. We understand and agree that certain parameters and characteristics of the equipment supplied attract levy of penalties for poor performance. The guarantee declaration of such parameters and characteristics are enclosed in our offer. In case any defect develops in the equipment supplied by us within the guarantee period, which can be attributable to improper design, material, workmanship, etc., we shall rectify the same without any additional cost to you. Towards this and for abiding by your terms and conditions of the Bid Specification, we will furnish Bank Guarantees for the Construction as well as O&M Period as per the breakup details mentioned in RFP.
- xi. We confirm that we are qualified manufacturers / firm in the Solar PV industry, who regularly manufacture / supply the equipment of the type and sizes specified and have adequate technical knowledge and practical experience. We also confirm that we do not anticipate change in the ownership of our company / firm during the proposed period of work and we have adequate financial stability and status to meet the functional obligations pursuant to the scope of work. The full details regarding qualifications etc. are enclosed as specified by you.

- xii. We confirm that the prices quoted are inclusive of all Indian taxes, duties & levies applicable on indigenous supplies & all taxes & duties applicable on the imported materials including custom duty, countervailing duty etc. prevailing as on record date.
- xiii. We have noted that the data & other input parameters provided in the tender documents for designing of the equipment are in the nature of broader guide lines & we confirm that all the data, input parameters of present operating conditions of the equipment for different loads shall be gathered by our representative during site visit & finalized during the study period provided after award of contract. We shall be solely responsible for gathering all the various relevant parameters, input parameters required for successful design, erection & commissioning of equipment for the guarantees agreed by us in the guarantee schedules.
- xiv. We hereby specifically confirm that we agree to the provisions of the clauses like - (i) Force Majeure (ii) Terms of Payment (iii) Liquidated Damages (iv) Insurance and (v) Taxes & Duties including statutory variation. We also confirm that we are not taking any deviations on above commercial terms & conditions and hence the same is acceptable to us.

APPENDIX – I : LETTER OF BID

(To be submitted by bidders on official letter head of the company)

RFP No: TSCL/Tender/CR/xxx/2019-20

Dated:

To

The Managing Director and CEO,

Tumakuru Smart City Limited (TSCL)

Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road,

Coffee Board Colony, Tumakuru– 572102, Karnataka State

E-Mail- smartcitytumakuru@gmail.com

Sub: Bid for Design, Procurement, Supply, Erection, Testing, commissioning of 1.86 MW Solar Rooftop PV Power Plant -Grid Interactive including Operation & Maintenance - on RESCO Mode under Net metering at various Government Buildings in Tumakuru, Karnataka

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/We intend to participate in the bidding process as single entity/consortium.
3. All information provided in the Bid and in the Appendices is true and correct.
4. This statement is made for the express purpose of qualifying as a Bidder for the design, finance, construction and operation & maintenance of the aforesaid Project.
5. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b. I/ We do not have any Conflict of Interest in accordance with Clauses 2.1.13 of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request

- for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - e. The undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on date of making the Bid and are also true and correct as on the Bid Due Date and I/We shall continue to abide them.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.5 of the RFP document.
 10. I/ We believe that we/ our Consortium satisfy(ies) the Financial Capacity and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document
 11. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
 12. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 13. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 14. The Statement of Legal Capacity as per format provided at Annex-I in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid [and the power of attorney for Lead Member of consortium (strike out if not applicable),] as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
 15. I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
 16. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
 17. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 18. In an event the SPV is incorporated by a Consortium;
We acknowledge that all the members of the Consortium shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the third anniversary of the commercial operation date of the Project. Lead Member shall hold 26% shareholding of the SPV throughout the Agreement Period. (Strike out if not applicable)
or, in an event the SPV is incorporated by a Single Business Entity;

I acknowledge that the Selected Bidder shall hold at least 51% (fifty-one percent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the third anniversary of the Commercial Operations Date and 26% shareholding of the SPV for the remaining duration of the Agreement Period. (Strike out if not applicable).

19. In case the Bidder is a Consortium and does not intend to incorporate an SPV –
We _____ (Lead Member) of the Consortium acknowledge that we shall enter into the Project Development and Implementation Agreement on behalf of the Consortium for implementation of the Project. Further, we have executed the Joint Bidding Agreement as per the format annexed at Appendix – IV and we agree that all the Consortium members shall be jointly and severally responsible for the implementation of the Project (if awarded). Further, we agree and accept that Other Members shall have no direct financial claim on the Authority.
20. We understand that in case Bidder/any of the members of the Consortium is a company as per Clause 2.1.20, the continued eligibility shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.
21. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
22. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Project Development and Implementation Agreement and Power Purchase Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
23. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the draft Project Development and Implementation Agreement and Power Purchase Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the Tumakuru Smart City Limited award of Rights.
24. The Discount over Base Rate per Unit has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Project Development and Implementation Agreement and Power Purchase Agreement, our own estimates of costs and revenues and all the conditions that may affect the Bid.
25. I/We offer a EMD of Rs. _____ (Rupees _____) for the proposed capacity to the Authority in accordance with the RFP Document.
26. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
27. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
28. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

APPENDIX – I: Annex 1: Details of Bidder

(To be submitted by bidders on official letter head of the company)

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
 - (e) GST Registration No

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project(s)]:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 1.2.2 (g) should be attached to the Bid.
 - (c) Information regarding role of each Member should be provided as per table below:

S. No.	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			
3.			

- * The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Appendix IV Annex-I.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred [£] by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

(e) GST Registration No of all the Consortium partners

6. Number of properties for total 1 mw using Grid Interactive Solar Rooftop PV Power Plant using Poly-crystalline Si Technology quoted

No.	Type of Technology – Poly Crystalline Si Technology	Name of Building	Capacity
1.			
2.			
3.			

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

[£] or has been declared by the Authority as non performer/blacklisted

APPENDIX – II: POWER OF ATTORNEY

FOR SIGNING OF BID

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Design, Procurement, Supply, Erection, Testing, Commissioning of 1.86 MW Solar Rooftop PV Power Plant -Grid Interactive including Operation & Maintenance - on RESCO Mode under Net metering at various Government Buildings in Tumakuru, Karnataka on RESCO mode at TUMAKURU in the state of KARNATAKA for RFP No: TSCL/Tender/ CR/XXX/ 2019-20 issued by the Tumakuru Smart City Limited (TSCL) , Government of Karnataka (the “the Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Power Purchase Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Power Purchase Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2017.

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

Witnesses:

Accepted [Notarized]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX - III: POWER OF ATTORNEY

FOR LEAD MEMBER OF CONSORTIUM

Whereas the Tumakuru Smart City Limited (TSCL), Government of Karnataka (“the Authority”) has invited bids interested parties for the Design, Procurement, Supply, Erection, Testing, Commissioning of 1.86 MW Solar Rooftop PV Power Plant -Grid Interactive including Operation & Maintenance - on RESCO Mode under Net metering at various Government Buildings in Tumakuru, Karnataka on RESCO mode at TUMAKURU in the state of KARNATAKA for RFP No: TSCL/Tender/ CR/XXX/ 2019-20 issued by the Tumakuru Smart City Limited (TSCL) , Government of Karnataka (the “the Authority”) (“the Project”).

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at

_____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at

_____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Power Purchase Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers

conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2019.

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

(Executants)

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – IV: TECHNICAL CAPACITY- Annexure 1

(Refer to Clause 3.3.2 of the RFP)

Member Code

Bidder shall have over the past 5 (five) financial years preceding the Application Due Date, Bidder to have,

- Under taken Solar Power Projects with the minimum installed capacity of 1 mw.

S. No	Item	Particulars of the Project
1	Title & nature of the Renewable project	
2	Type of Renewable energy source (Solar, Wind, Other)	
3	In case of Solar PV Project, type of Project (Ground Mounted or Rooftop or other with the minimum installed capacity of 3 MWp.	
4	In case of Rooftop Solar PV Project, No. of sites where the Plant was commissioned	
5	Entity for which the project was developed	
6	Location	
7	Installed Capacity (in kWp)	
8	Project cost (Rs. Lakhs)	
9	Date of commencement of project	
10	Date of completion/ commissioning	
11	Equity shareholding (with period during which equity was held)	
12	Whether credit is being taken for demonstrating Eligibility Criteria from	
13	Group Business Entity (Yes/No)	
14	Total Units generated from the Project during the last two financial years FY 2017-118 – MU FY 2018-19 – MU	

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

APPENDIX – IV: TECHNICAL CAPACITY – Annexure 2

(Refer to Clause 3. 3.2 of the RFP)

3. successfully completed under RESCO Model contracts for Design, Engineering, Supply, Installation, Testing, and Commissioning for solar rooftop PV project of Minimum installed capacity of 1 mw cumulative capacity out of which at least one Single Roof top Project capacity as 100 Kw on a Single Roof or multiple roofs in same premises and connected to a single metering system,

S. No	Item	Particulars of the Project
1	In case of Rooftop Solar PV Project of Minimum installed capacity of 1Mwp cumulative capacity , No. of sites where the Plant was commissioned	
2	Grid Interactive Solar Rooftop PV Power Plant with associated distribution line - DISCOM details	
3	Details of at least one Single Roof top capacity or multiple roofs in same premises and connected to a single metering system (Minimum installed capacity) of 500kWp -	
4	Entity for which the project was developed	
5	Location	
6	Installed Capacity (in kWp)	
7	Project cost (Rs. Lakhs)	
8	Date of commencement of project	
9	Date of completion/ commissioning	
10	Equity shareholding (with period during which equity was held)	
11	Group Business Entity (Yes/No)	

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

APPENDIX – IV: TECHNICAL CAPACITY – Annexure 3

(Refer to Clause 3. 3.2 of the RFP)

4. successfully completed under RESCO Model contracts for Design, Engineering, Supply, Installation, Testing, Commissioning for solar rooftop PV project of Minimum installed capacity of 1mwp cumulative capacity out of which at least one Single Roof top Project capacity as 100 Kw on a Single Roof or multiple roofs in same premises and connected to a single metering system and achieved 90% of generation Guarantee of the capacity mentioned in clause

S. No	Item	Particulars of the Project
1	In case of Rooftop Solar PV Project of Minimum installed capacity of 1 Mwp cumulative capacity , No. of sites where the Plant was commissioned	
2	Grid Interactive Solar Rooftop PV Power Plant with associated distribution line - DISCOM details	
3	Entity for which the project was developed	
4	Location	
5	Installed Capacity (in kWp)	
6	Generation Achieved during FY-2017-18 and FY 2018-19 under this eligibility criteria	
7	Equity shareholding (with period during which equity was held)	
8	Group Business Entity (Yes/No)	

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Instructions:

1. Bidder shall submit Technical Capacity as per Clause 3.3.2.
2. Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 3.3.2.
3. A separate sheet should be filled for each project.
4. Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of Consortium the following abbreviations are suggested viz., LM for Lead Member and OM for Other Member.
5. Add more rows and Pages for Consortium members if necessary.
6. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project Experience.

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

APPENDIX – IV: Annexure – 4

Format for Certificate for Technical Experience
[Certificate I – In case of experience of the Bidder as developer]
(On the Letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

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

We further certify that the total estimated capital cost of the project is Rs. crores and the capacity of the project is ___kW _____ (Wind / Solar PV) Power Plant. This certificate is being issued to be produced before The Managing Director, Tumakuru Smart City Limited, for the “Rooftop Solar PV Power Plant Projects on the Government Buildings.

We further certify that the total estimated capital cost of the project is Rs. cr., of which Rs. cr. of capital expenditure was incurred during the past Three financial years as per year-wise details noted below:

.....

Name of the audit firm:

Seal of the Audit Firm: (Signature, name and designation of the Authorised Signatory and date)

Date:

Note:1. **The Bidder should provide a certificate from its statutory auditor as per the format for all the projects mentioned at Appendix IV- Annexure 1 table mentioned for all Eligible projects**

- (i) It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project Experience.

APPENDIX – IV: Annexure – 5

Format for Certificate for Technical Experience

[Certificate II – In case of EPC Experience of the Bidder]

(On the Letterhead of the Client)

TO WHOMSOEVER IT MAY CONCERN

Based on books of accounts and other published information authenticated, this is to certify that (name of the Bidder) was an EPC Contractor for _____ (name of the Project). The project was commissioned on (date of commissioning of the project). The Project has generated _____ (units of power) and the plant is satisfactorily working since _____.

We further certify that the total estimated capital cost of the project is Rs. crores and the capacity of the project is ___kW _____ (Wind / Solar PV) Power Plant.

This certificate is being issued to be produced before _____ for the “Rooftop Solar PV Power Plant Projects on the Ten Government Buildings under TSCL ABD area”.

[Signature and Seal of the Client]

Note: A separate sheet should be filled for each Eligible Project. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project Experience.

APPENDIX – IV: Annexure – 6

Format for Certificate for Technical Experience

(Refer 3.3.2 –a-iii)

**[Certificate to be issued for the previous projects completed as mentioned at
APPENDIX – I Annex 1, Table 6)**

(On the Letterhead of the Client)

This letter is in lieu to validate the performance of (Bidder name) who has installed our Solar Rooftop PV power plant of capacity (_____ mw). The work included is design, engineering and construction of _____ mw solar rooftop power plant using _____ technology. The generation guarantee that was given by (bidder company name) is _____ units per annum and the actual generated units found to be _____ units per annum. The system was commissioned on _____ date and the performance rating of the plant we would give as _____/10. (up to two decimal points). The Bidder has promised for 90% Generation guarantee and we have achieved _____ %.

We can allow a visit of our plant on prior appointment for their work evaluation. The solar rooftop PV was installed under _____ (mention scheme like state Govt. driven or Central Govt. driven programme).

This certificate is being issued to be produced before The Managing Director, Tumakuru Smart City Limited, for the “Rooftop Solar PV Power Plant Projects on the Government Buildings.

[Signature and Seal of the Client]

Note: A separate sheet should be filled for each Reference Eligible Project used for meeting the Eligibility criteria. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project Experience.

APPENDIX – IV: Annexure – 7**Estimated Year Wise Generation for 25 Years**

(Refer 3.3.2 –a-iii)

Developer to provide the details as part of the bid submission

(On the Letterhead of the Developer)

S.No	YEAR OF OPERATION	ANNUAL GENERATION
1	Year 1 w.e.f. Date of commercial operation to 31st March immediately succeeding financial year	
2	Year 2 w.e.f. 1st April to 31st march of immediately succeeding financial year	
3	Year 3 w.e.f. 1st April to 31st march of immediately succeeding financial year	
4	Year 4 w.e.f. 1st April to 31st march of immediately succeeding financial year	
5	Year 5 w.e.f. 1st April to 31st march of immediately succeeding financial year	
6	Year 6 w.e.f. 1st April to 31st march of immediately succeeding financial year	
7	Year 7 w.e.f.1st April to 31st march of immediately succeeding financial year	
8	Year 8 w.e.f.1st April to 31st march of immediately succeeding financial year	
9	Year 9 w.e.f.1st April to 31st march of immediately succeeding financial year	
10	Year 10 w.e.f.1st April to 31st march of immediately succeeding financial year	
11	Year 11 w.e.f.1st April to 31st march of immediately succeeding financial year	
12	Year 12 w.e.f.1st April to 31st march of immediately succeeding financial year	
13	Year 13 w.e.f.1st April to 31st march of immediately succeeding financial year	
14	Year 14 w.e.f.1st April to 31st march of immediately succeeding financial year	
15	Year 15 w.e.f.1st April to 31st march of immediately succeeding financial year	
16	Year 16 w.e.f.1st April to 31st march of immediately succeeding financial year	

S.No	YEAR OF OPERATION	ANNUAL GENERATION
17	Year 17 w.e.f.1st April to 31st march of immediately succeeding financial year	
18	Year 18 w.e.f.1st April to 31st march of immediately succeeding financial year	
19	Year 19 w.e.f.1st April to 31st march of immediately succeeding financial year	
20	Year 20 w.e.f.1st April to 31st march of immediately succeeding financial year	
21	Year 21 w.e.f.1st April to 31st march of immediately succeeding financial year	
22	Year 22 w.e.f.1st April to 31st march of immediately succeeding financial year	
23	Year 23 w.e.f.1st April to 31st march of immediately succeeding financial year	
24	Year 24 w.e.f.1st April to 31st march of immediately succeeding financial year	
25	Year 25 w.e.f.1st April to 31st march of immediately succeeding financial year	

[Signature and Seal of the Developer]

Note: A separate sheet should be filled for each Eligible Project. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project Experience.

APPENDIX – V: Annexure – 1**FINANCIAL CAPACITY OF THE BIDDER**

(Refer to Clauses 3.3.2 of the RFP)

(On the Letterhead of the Bidder/Lead Member)

If the Bidder is a Single Entity or consortium the Financial Details of all the members should be provided in the following manner.

3.3.2 B- i in the immediately preceding financial year, the Bidder or the Bidder Consortium as the may be shall demonstrate a minimum Net Worth (the “Financial Capacity”) of Rs. 1.62crore (Rs. One crore Sixty-Two Lakhs only);

Bidder type	Member Code	Net Worth as on 31st March 2019 (Rs. Crores)
Single Business Entity		
Lead Member		
Other Member		

Note: Single entity Bidder and Consortium - Lead Member and Other Members statement to be mentioned separately

APPENDIX – V: Annexure – 2

FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clauses 3.3.2 of the RFP)

Format for Certificate from Statutory Auditor/ Independent Auditor for Financial Criteria of the Bidder

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

Date:

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/Consortium Member], and certify that the net worth is Rs _____ Crores (Rupees _____ Crores) as on March, 31, 2019.

This certificate is being issued to be produced before _____ for the “Selection of Developer to Design, Finance, Manufacture, Supply, Install, Test, Commission, Operate and Maintain Roof Top Solar PV Systems for 25 years on Discount over Base Unit Rate for Government Buildings under Tumakuru Smart City Limited.

Signature and Seal:

Registration number of Statutory Auditor/ Independent Auditor

Name & address of Bidder’s Bankers:

Instructions:

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

currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

5. The Bidder shall provide a statutory Auditor's Certificate specifying the net-worth and turnover of the Bidder and also specifying the methodology adopted for calculating such net-worth and turnover. In addition to the Statutory Auditor Certificate, the Bidder shall provide the Audited Annual Report / Audited Financial Statement, as the case may be, of the Bidder. (of each member in case of a consortium)
6. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports / Audited Financial Statement as the case may be. The Audited Financial Statement/ Audited Annual Report shall:
 - a. reflect the financial situation of the Bidder and its Group Business Entity where the Bidder is relying on its Group Business Entity's financials;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - e. Net Worth shall mean
7. For company = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off) + (Reserves not available for distribution to Equity Shareholders)
Paid up share capital will include
 - i. Paid– up equity share capital, and
 - ii. Fully, compulsorily and mandatory convertible Preference Shares, and
 - iii. Fully, compulsorily and mandatory convertible Debentures
8. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.16 (j) of the RFP document.
 - a. The Bidder shall also provide the name and address of the Bankers to the Bidder.
 - b. The Bidder shall provide a Statutory Auditor's certificate specifying the net-worth and turnover of the Bidder and also specifying the methodology adopted for calculating such net worth and turnover (of all members in case of Consortium).

APPENDIX – VI: JOINT BIDDING

AGREEMENT

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

- A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as “the Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) by its Request for Proposal dated(the “RFP”) for selection of bidders for _____ Project (the “Project”) through public private partnership.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful

Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 2013 for entering into a Project Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Project Agreement for the Project.

4. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Project Agreement when all the obligations of the SPV shall become effective;
- b) {Party of the Second Part shall be {the Technical Member of the Consortium;}}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Project Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Power Purchase Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the paid up capital of the SPV during the period commencing from the date of signing the Power Purchase Agreement till completion of 15 (Fifteen) years from the Appointed Date.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and Power Purchase Agreement.

7. Representation of the Parties

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, Power Purchase, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

In the presence of:

1.

2.

Notes:

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

APPENDIX – VII : ANTI-BLACKLISTING AFFIDAVIT

Format for Affidavit certifying that the Entity/Promoter/s Director/s of Entity are not blacklisted

(On a Stamp Paper of appropriate value)

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

We further confirm that we are aware that our Bid for the Project Design, Procurement, Supply, Erection, Testing, Commissioning of 1.86 MW Solar Rooftop PV Power Plant -Grid Interactive including Operation & Maintenance - on RESCO Mode under RESCO MODEL at various Government Buildings in Tumakuru, Karnataka on **RESCO Mode** at **TUMAKURU in the state of KARNATAKA** for Package No: TSCL/Tender/CR/94/ 2019-20 would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this Day of, 20....

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person

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

APPENDIX – VIII : ANTI-COLLUSION CERTIFICATE

(On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid for Design, Procurement, Supply, Erection, Testing, Commissioning of 1.86 MW Solar Rooftop PV Power Plant -Grid Interactive including Operation & Maintenance - on RESCO Mode under Net metering at various Government Buildings in Tumakuru, Karnataka **on on RESCO Mode at TUMAKURU in the state of KARNATAKA** for Package No: TSCL/Tender/CR/94/ 2019-20,in the State of Karnataka, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated thisDay of, (month/year)

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

To be executed by all members in case of a Consortium

APPENDIX – IX -Format for Letter of Undertaking by Parent Company

(To be furnished on a Non-Judicial Stamp Paper of Appropriate Value)

(To be executed by the Parent Company Supported by Board Resolution and submitted by the Bidder along with the Bid)

No.....

Dated

To,

The MANAGING DIRECTOR (MD),
Tumakuru Smart City Corporation Limited
First Floor, Sri Mahalakshmi Arcade, S.S. Puram Main Road,
Coffee Board Colony, Tumakuru-572102

Dear Sir,

- 1 We M/s ----- declare that we are the Parent Company of M/s---(Name of the Bidder) and have controlling interest therein.
2. We M/s----- (Name of the Bidder) proposes to submit the bid for the for Design, Procurement, Supply, Erection, Testing, Commissioning of 1.86 MW Solar Rooftop PV Power Plant -Grid Interactive including Operation & Maintenance - on RESCO Mode under Net metering at various Government Buildings in Tumakuru, Karnataka **on** RESCO mode at TUMAKURU in the state of KARNATAKA for RFP No: TSCL/Tender/ CR/94/ 2019-20 issued by the Tumakuru Smart City Limited (TSCL) , Government of Karnataka (the “the Authority”) under Bid Specification No AUTHORITY/RTPV/Govt/C-Si- 1.86. dated ----- and have sought financial strength and support from us for meeting the stipulated Qualification Requirement as per Section 1 Clause 2 of this RFP document.
- 2 We hereby under take that and we hereby pledge our unconditional & irrevocable financial support for the execution of the project to M/s----- (name of the bidder), in case they are awarded the Contract for the said project at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s ----- (Name of the Bidder) would be required to undertake in terms of the Contract including Performance Security as well as other obligations of the Bidder/Contractor.
3. This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by the Owner.
4. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Date:

Place:

(Signature of the Authorized Representative
on behalf of Parent Company)

.....
(Official Address)

Name
Designation

APPENDIX – X: NO DEVIATION - DEVIATION CERTIFICATE**AS PART OF KEY SUBMISSION REQUIREMENT**

Bidder's Name & Address:

To: MD, Tumakuru Smart City Corporation Limited

With reference to our Bid Proposal No..... dated for, we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have: -

	YES / NO
NOT TAKEN ANY DEVIATION whatsoever to any clauses specified in the Bid Documents.	
TAKEN DEVIATION in one or more clauses specified in the Bid Documents which are listed in the following table.	

Deviation Table:

Sl. No	Bid Document Section Reference	Description and Clause	Deviation

Date
PlaceSignature
Printed Name
Designation
Common Seal

APPENDIX – XI : FINANCIAL BID(On the Letterhead of the Bidder⁵)

Date:

The Managing Director and CEO,

Tumakuru Smart City Limited (TSCL)

Mahalakshmi Arcade, 1st Floor, S.S. Puram Main Road,

Coffee Board Colony, Tumakuru– 572102, Karnataka State

E-Mail- smartcitytumakuru@gmail.com

Re: Bid for Design, Procurement, Supply, Erection, Testing, Commissioning of 1.86 MW Solar Rooftop PV Power Plant -Grid Interactive including Operation & Maintenance - on **RESCO Mode** under **Net metering** at various Government Buildings in Tumakuru, Karnataka on **RESCO mode** at TUMAKURU in the state of KARNATAKA for RFP No: TSCL/Tender/ CR/94/ 2019-20 issued by the Tumakuru Smart City Limited (TSCL) , Government of Karnataka (the “the Authority”)

Dear Sir,

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

We hereby submit our Financial Bid and intend to provide a Discount of in % over the Base Tariff in Rs per Kw hr energy supplied from the Rooftop Solar PV Power Plant installed on top of the Government buildings in accordance with the bidding Documents. We would seek the following Highest discount offered on the Base Tariff per kw hr to be quoted by the Bidder for the Project:

Average Pooled Power Purchase Cost (Base Tariff) in Rs per Kw Hr (A)	Bidder discount offered on the Base Tariff (B)		Bid Discovered Tariff in Rs per Kw hr (C) = A -B	
	in % Figures	in % Words	In Figures	In Words
Rs 3.07 (Rupees Three Point Zero Seven) only				

Note The Amount for Bid Discovered tariff shall be quoted in the E – Procurement Portal.*

Discount quoted in this Bid is for destination prices inclusive of all taxes (unless stated otherwise), levies, duties, packing, forwarding, freight, insurance, loading, unloading, supply, installation, commissioning, and any/all charges for successful implementation and execution of “Project”.

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

Bidder to note:

1. This Appendix shall be submitted only on the E-Procurement Website in the slot provided for Financial Bid.

⁵ In case of a Consortium – On the letter head of the Lead member

2. Highest discount offered on the Base Tariff per Unit by the Bidder shall be the sole criteria for award of the Project subject to Bidder / Consortium meeting the other bidding conditions for the purpose of bid evaluation.
3. In case of any variance in discount quoted in figures and words, the words shall prevail.

Yours faithfully,

For and on behalf of

.....

(Name of the ⁶)

(Signature of Authorized Signatory)

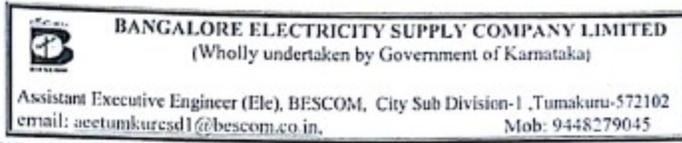
(Name and designation of the Authorized Person)

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

APPENDIX – XII Location Details Based on Packages**LIST OF GOVERNMENT PROPERTIES-**

Sl.no	Name of the Buildings	Sanction load in kva	Roof Area in Sq mt	Solar Roof in Sq mts	Capacity as per sanction load
1	Civil Court	130	3016	2715	130
2	Govt. Hospital	260	8520	7668	260
3	Tumkur University	500	12616	10093	500
4	TCC	100	608	425	100
5	DC Office	80	3061	2449	80
6	PWD	75	4209	3367	75
7	Department of Women and Child Welfare	35	746	522	35
8	Govt. Polytechnic	35	6967	5226	35
9	Zila Panchayat	40	3553	2771.34	40
10	Forest Office Complex(Including Hemavati Canal, Arya Eediga Hostel)	10	5124	4355.4	10
11	Warehouse	15	10346	9311.4	15
12	District Health and Family welfare	75	1171	878.25	75
13	Sericulture	50	276	248.4	50
14	News Broadcasting Centre	30	518	388.5	30
15	SP Office	100	3324	2161	100
16	Bsnl office-1	11	540	378	11
17	Bsnl office-2	11	620		11
18	Commercial Tax office building	15	900	630	15
19	KSFC	9		100	9
20	Income Tax Office	50	366	366	50
21	Post Office	18	246	196.8	18
22	govt first grade clg	15	1502	1201.6	15
23	sub registrar office	73	674	606.6	73
24	Pollution control board	24	307	245.6	24
25	Smart Lounge at Amanikere	10	150	120	10
26	Veternary Hospital	26	231	184.8	26
27	Tumakur District Jail	69	3800	2660	69
	Total	1866	83327	69506.49	1866

APPENDIX – XIII Feasibility for Solar Roof Top Installation – BESCOM



NO: AEE/AET/Tmk/2017-18/

To,

The Executive Engineer,
Tumakuru Smart City Limited,
Tumakuru.

Respected Sir,

Subj:- Regarding the feasibility for injection of power into the grid

Ref:- TSCL/CR/PROJECTS/2017-18/920/ Dt.07.03.2018

With reference to above subject, I am here with enclosing the following list of locations having a connected Transformer in BESCOM, CSD-1, Tumakuru.

Sl.No.	Name of the Location	Existing Transformer Capacity in KVA	Remarks
1	Tumakuru University	250	Existing Transformer is to be enhanced
2	Ambedkar Bhavan	250	Existing Transformer is to be enhanced
3	Empress Girls School	63	Existing Transformer is to be enhanced
4	Govt. Polytechnic	250	Existing Transformer is to be enhanced
5	Tumakuru Diabetes Hospital	500	Existing Transformer is to be enhanced
6	Gubbi Veeranna Bhavan	63	Existing Transformer is to be enhanced
7	Kannada Bhavan	63	Feasible
8	T V Station, News Broadcasting Centre	63	Feasible
9	Tumakuru Sports Complex & Stadium	100	Existing Transformer is to be enhanced
10	D C Office	500	Existing Transformer is to be enhanced
11	BESCOM Sub Division	500	Existing Transformer is to be enhanced

It is for your kind information and needful.

Yours faithfully,

[Signature]
Assistant Executive Engineer (EL),
CSD-1, BESCOM, Tumakuru.

Scanned by CamScanner



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka undertaking)

OFFICE OF THE ASST. EXECUTIVE ENGINEER(E), CSD-2 TUMKURU

email:aeetkrCSD2@gmail.com.

Enclosed:04

No: AEE/AE-T/CSD-2/2018-19/

907
14.3.18

Date: 14-03-2018

To,
The Executive Engineer,
Tumakuru Smart City Limited,
Tumakuru.

Sir,

Sub:- Feasibility for Solar Roof Top installations regarding.
Ref:- Your Ltr. No. TSCL/CR/PROJECTS/02/2017-18/920-1 dated 07-03-2018.

With reference to the above subject, please find here with enclosed feasibility reports.
for the proposed solar roof top installations:

- 1) Principal Government Junior college - 27 Kwp
- 2) Deputy Director, Sericulture Department - 317 Kwp

This is for your information and further needful.

Thanking you,

ತುಮಕೂರು ಸ್ಮಾರ್ಟ್ ಸಿಟಿ ಲಿಮಿಟೆಡ್ ತುಮಕೂರು.
ಸ್ಥಳೀಕೃತ ಸಂ./೧೮೦ ದಿನಾಂಕ : 14/3/18
ಶಾಖೆ :
ಶಾಖಾ ಮುಖ್ಯಸ್ಥರ ಸಹಿ/
ವ್ಯವಸ್ಥಾಪಕರು ವ್ಯ.ನಿ. ಮತ್ತು ಮು.ಶಾ.ನಿ.

AEE
Vinay/Rashmi
14.3

Your's Faithfully,
Asst. Executive Engineer Ele.,
O&M CSD-2, BESCOM, Tumkur



Format - 4

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned by Government of Karnataka Undertaking)

Technical Feasibility Report (To be submitted by the Section officer)

Sl No.	Parameter	Utility Observation
A	Applicant details	
1	Name of the Applicant	DEPUTY DIRECTOR
2	RR Number	TRHT-01
3	Application Registration Number	-
4	Tariff	HT 2 (e)
5	Type of connection: 1ph LT or 3 ph LT/HT	HT
6	Pole Number	10001114344
7	Next RR Number	GRI 3905
8	Sanctioned Load in kW / Contract demand in KVA	50 KVA
B	Distribution Transformer Details	
1	Location	Magaluru Stone
2	Capacity in KVA	100 KVA
3	Total Connected load in kW	
4	Tong tester reading of current in all 3 phases and neutral	-
5	SRTPV already Proposed/connected in kWp	-
6	Proposed SRTPV capacity in kWp	27 kW
7	Total Generation Capacity (5+6) in kWp	
8	Whether the transformer capacity is adequate to deliver the proposed SRTPV system in addition to existing solar RTPV systems*	✓ Yes/No
C	Feeder Details	
1	Name of the 11kV feeder	DEVANURU MF2
2	Feeder Number	MF-2
3	Name of the 66/11kV Sub-Station	Makrole MUSS
4	Type of the conductor/cable (size)	Coyet & Rabbit

5	Total connected load on the feeder in kVA	
6	Total capacity (kWp) of SRTPV systems connected on the feeder	19135 kVA
7	Peak load on the feeder in Amps	-
8	Proposed SRTPV installation is technically feasible, if the total SRTPV capacity is less than or equal to the 11kV feeder capacity.	✓ 240 Amps Yes/No (if it is not feasible, state reasons)

The Transformer shall be loaded upto 80% of capacity.

Enclosure: 11kV feeder & LT Distribution sketch of the transformer.

I hereby certify that the above said SRTPV installation is technically feasible.

5



ಸಹಾಯಕ ಇಂಜಿನಿಯರ್/ಇನ್‌ಚಾರ್ಜ್ ಇಂ.(ವಿ)
(ಪಾ.ಕ್ರ. ಮತ್ತು ಪು.), ಬೆಂಗಳೂರು.
ನಗರ ಉಪವಿಭಾಗ - 2, ಕುಮಟಾ

Signature and Name



Section Officer,
C.O&M Section, ಉ.ವಿ.-2, ಬೆಂಗಳೂರು
ಅಕ್ಷಯ ಅಪ್ಲೈಡ್ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜ್,
ಬನಶಂಕರಿ, ಕುಮಟಾ.

Format - 4



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned by Government of Karnataka Undertaking)

Technical Feasibility Report (To be submitted by the Section officer)

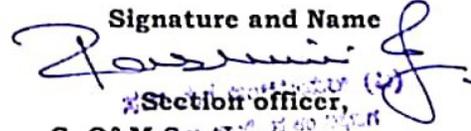
Sl No.	Parameter	Utility Observation
A	Applicant details	
1	Name of the Applicant	Principal - Govt
2	RR Number	Journer College Thub ^{C25A}
3	Application Registration Number	C25-89318, C25-90696, C25-76804, 84770
4	Tariff	LT2a. LT2b
5	Type of connection: 1ph LT or 3 ph LT/HT	LT 1φ
6	Pole Number	10001084303
7	Next RR Number	H. 73 11th Road
8	Sanctioned Load in kW / Contract demand in KVA	11 kW.
B	Distribution Transformer Details	
1	Location	Journer College DTC
2	Capacity in KVA	100 KVA
3	Total Connected load in kW	50 kW.
4	Tong tester reading of current in all 3 phases and neutral	—
5	SRTPV already Proposed/connected in kWp	317 kW.p
6	Proposed SRTPV capacity in kWp	317 kW.p
7	Total Generation Capacity (5+6) in kWp	317
8	Whether the transformer capacity is adequate to deliver the proposed SRTPV system in addition to existing solar RTPV systems*	Yes/No ✓
C	Feeder Details	
1	Name of the 11kV feeder	V Jayanagara Feeder
2	Feeder Number	JR. 01
3	Name of the 66/11kV Sub-Station	TUMKUR 7485 66/11kV
4	Type of the conductor/cable (size)	Rabbit & Coyte

5	Total connected load on the feeder in kVA	8050 kVA
6	Total capacity (kWp) of SRTPV systems connected on the feeder	10 kWp
7	Peak load on the feeder in Amps	120 A
8	Proposed SRTPV installation is technically feasible, if the total SRTPV capacity is less than or equal to the 11kV feeder capacity.	Yes/No (if it is not feasible, state reasons)

The Transformer shall be loaded upto 80% of capacity.

Enclosure: 11kV feeder & LT Distribution sketch of the transformer.

I hereby certify that the above said SRTPV installation is technically ~~feasible~~ ^{Not feasible}.

Signature and Name

 Section officer,
 C, O&M: Section
 BESCO

* Existing Installation is under LT connection & Transformer capacity 100kVA. Proposed SRTPV is 317kW.p so existing entire n/w replace by 11KV and Installation should be service under HT connection & DTC should suitable kVA Transformer. ^{Replace}


 ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ (ಸಾ.ಕ. ಮತ್ತು ಸಾ.), ಬಿ.ಎ.ಸಿ.ಎಂ.
 ವಿದ್ಯುತ್ ಉಪವಿಭಾಗ - 2, ತುಮಕೂರು