

RfP No. CMRL/MEP/Power Procurement through Open
Access/01/2019-20

Request for proposal

**For Supply of Group Captive renewable
power to Chennai Metro Rail Limited for
long term through tariff based competitive
bidding process**

Issued By:

CHENNAI METRO RAIL LIMITED



Tel No: 044-23796000

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NOVEMBER 9, 2019

CHENNAI METRO RAIL LIMITED

Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai –
600107, Tamil Nadu, India.

TENDER NOTICE

We, Chennai Metro Rail Limited, having a registered office at Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107, Tamil Nadu, India invite tenders from interested **Electrical Power Generators** having their generating plant(s) in **Tamil Nadu** for supply of power under **Group Captive Mode** for meeting the power demand requirements of Chennai Metro Rail Limited as stated in this RfP document.

Offers are invited only from **Captive Electric Power Generators**. Offers from Marketing coordinators and power traders will not be entertained.

INSTRUCTION TO BIDDERS

1. For conducting the e-bidding, CMRL will use the CPP portal at <http://eprocure.gov.in/eprocure/app>. Bidders are required to register themselves online with the e-bidding portal (if they are not already registered) and subsequently download the RfP and other Bid Documents from the E-bidding Portal.
2. Additionally, prior to the submission of the Proposal, a Bidder is required to pay online (through the payment gateway facility on the E-bidding Portal) a non-refundable ETS bidding fee of INR 40,000. (Indian Rupees Forty Thousand only) (Plus applicable taxes as indicated in the e-bidding Portal).
3. If any Bidder/member of consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, CMRL reserves the right to reject such Bid or cancel the Letter of Intent, if issued, and encash the EMD. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfP. If such event is discovered after the Effective Date of PPA, CMRL has right to cancel the PPA and encash the PBG.
4. CMRL reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity.
5. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of CMRL and shall not be returned to the Bidders.
6. Language of the Bid shall be English only.
7. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1.
8. Non-submission and / or submission of incomplete data / information required under the provisions of the RfP shall not be construed as waiver on the part of CMRL of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
9. CMRL may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
10. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and obtain independent advice from appropriate sources.
11. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
12. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfP. The documents submitted online will be verified before signing of PPA.
13. All documents of the response to RfP (including RfP, PPA and all other documents uploaded on [website link] as part of this RfP) submitted online must be digitally signed by the person authorized by the Board.

14. The response to RfP shall be submitted as per the method prescribed in Section 1.6. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP.
15. Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by CMRL.
16. Response to RfP not submitted in the specified formats will be liable for rejection by CMRL.
17. Only CMRL shall have exclusive jurisdiction in all matters pertaining to this RfP.

BID INFORMATION SHEET

Particular	Details
Document Description	For Supply of Group Captive renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process
RfP No.& Date	CMRL/MEP/Power Procurement through Open Access/01/2019-20
Cost of RfP Document (non-refundable)	Rs. 40,000/-
Earnest Money Deposit (EMD)	Rs 2 Crore
Contact Person details	<p>Joint General Manager (MEP)</p> <p>Address: Chennai Metro Rail Limited Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107, Tamil Nadu, India.</p> <p>Email: igmmeep@cmrl.in; mgrmeep@cmrl.in</p> <p>Tel: +91 44 2379 2000 Extn: 22653</p> <p>Mobile: +91 94458 68225</p>
For online submission of tender	http://eprocure.gov.in/eprocure/app

IMPORTANT DATES

Event/ Activity	Date
Sale of RfP Starts	09/11/2019 @ 17.00 Hrs.
Pre-bid Conference / Clarification Meeting	04/12/2019 @ 11.00 Hrs.
Last date & Time of Submission of tender	03/01/2020 @ 15.00 Hrs.
Date and time of Technical Bid Opening	04/01/2020 @ 15.00 Hrs.
Date & Time of Financial bid opening	To be declared later
Date & Time of Reverse e-Auction	To be Declared Later
Issue of LOI	To be declared later

Submission of Performance Bank Guarantee
(PBG)

PBG @ Rs 20 Lakh / MW to be submitted in
the form of Bank Guarantee within 30 days of
issuance of LOI

Signing of PPA

Within 45 days from the date of issue of LOI

Note: Adherence to timelines is at the sole discretion of CMRL. CMRL may extend / advance any of the timelines as specified in the table, subject to providing due notice of such extension/ advancement to the Bidders

DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by Chennai Metro Rail Limited (CMRL) to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid. This RfP is based on material and information available in public domain.
2. This RfP, along with its Formats, is not transferable. The RfP and the information contained therein are to be used only by the person to whom it is issued. It shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither CMRL nor its employees or consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfP.

DEFINITIONS

Any capitalized term, used but not defined in this RfP, shall have the meaning ascribed to such term in the RfP Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC/TNERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order. The following terms are defined for use in this RfP:

"Affiliate" shall mean, with respect to a Party, any purposes of the foregoing, "control" shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of a company, or (ii) ownership in said entity, or (iii) the ability to direct the management or policies of the said entity by any means including shareholders' agreement, voting agreement or otherwise.

"Bidder" shall mean Bidding Company or a Bidding Consortium or Sole proprietorship or Individual or Partnership firm Including its successors, executors and permitted assignee and Lead Member of the Bidding Consortium.

"Bidding Company" shall refer to such single company that has submitted the Bid in accordance with the provisions of this RfP; and shall mean a body incorporated in India under The Companies Act, 2013 as the case maybe.

"Bidding Consortium" or "Consortium" shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfP under a Consortium Agreement.

"Bidding Sole Proprietorship" shall mean any concern/ business owned by an individual and has submitted the bid in its response to this RfP.

"Bidding Individual" shall mean any individual who has submitted the Bid in response to this RfP.

"Bidding Partnership Firm" shall mean a firm having executed partnership deed and registered as per Partnership Act 1932.

"Bid Deadline" shall mean the last date and time for submission of Bid in response to this RfP as specified in Clause 1.3 of this RfP.

"Capacity of Project" shall be as per Clause No. 2.3 of RfP

"Commercial Operation Date (COD)" shall mean the Date on which the Seller will start delivering the power at the Delivery Point as per the terms and conditions of the PPA.

“Commission” shall mean Tamil Nadu Electricity Regulatory Commission (TNERC) referred to in Section 83 of The Electricity Act, 2003, **“Bid”** shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RfP, in accordance with the terms and conditions hereof.

“Capacity Utilisation Factor” or “CUF” shall have the same meaning as provided in TNERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2010 as amended from time to time.

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RfP if they have a relationship with each other, directly or indirectly through a common company or otherwise, that puts them in a position to have access to information about or influence the Bid of another Bidder.

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained by bidder from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power.

“Performance Bank Guarantee (PBG)” shall have the meaning as per Clause 2.12 of this RfP

“Contract Year” shall mean the First Contract Year or Last Contract Year or any Fiscal Year between the above two.

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003.

“Contracted Energy” shall mean the Gross Energy in MUs corresponding to the contracted capacity and declared CUF at the delivery point.’

“Contracted Capacity” shall mean the Gross Capacity in MW on AC side contracted between seller & Off-taker at the delivery point as provided in the selected bid as per format 4.7 of this RfP.

“Contract Period” shall mean a period of twenty five (25) years from the Commercial Operation Date as per provision of PPA.

“Delivery point /Interconnection Point/metering point” shall be the point at which Group Captive power developer (PD) shall deliver the power to the Tamil Nadu Discom /STU substation in case of projects located inside the State
The metering shall be done at this point of interconnection. All transmission charges and losses upto the delivery point shall be borne by PPD.

For interconnection with grid and metering, the Solar/Wind Power Developers shall abide by the relevant CERC/TNERC Regulations (as the case may be), Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

“Discom Tariff” shall be the tariff applicable for CMRL by TANGEDCO for the particular financial year

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Earnest Money Deposit (EMD)” shall mean Bank Guarantee of Rs.2 Crore as per Format 4.6 from any of the banks as mentioned in Format 4.10.

“Effective Date” shall have the meaning ascribed to it in the PPA and the SPSSHA.

“Financial Bid” shall mean the Bid to be submitted on-line, containing the Bidder’s Quoted Tariff as per the Format 4.7 of this RfP.

“Financial Closure” shall mean the execution of all the Financing Agreements required for financing of the Project and fulfilment of conditions precedent thereunder and/or waiver of any such conditions precedents for the initial draw down of funds there under.

“First Contract Year” shall mean the period beginning the Actual COD and ending on 31st March 2020 (when Actual COD is in Fiscal Year 2019-2020) or 31st March 2021 (when Actual COD is in Fiscal Year 2020-2021).

“Fiscal Year” shall mean the 12-month period starting 1st April of any calendar year and ending 31st March of the next calendar year.

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable.

“Lead Member of the Bidding Consortium” or “Lead Member” shall mean the Member which commits at least 51% equity stake in the Project Company and so designated /recognized by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.3 of this RfP; which cannot be changed till 1 year from COD of the project.

“Letter of Intent” or “LOI” shall mean the letter to be issued by the CMRL to the Successful Bidder(s) for supply of power pursuant to Clause 3.1.3 of RfP and shall be issued after adoption of tariff by the State Commission.

“Member of a Bidding Consortium” shall mean each company/Partnership firm in the Bidding Consortium which has executed the Consortium Agreement as provided in Format 4.3 of this RfP.

“Non-Financial Bid” shall mean the documents as specified in Clause 1.10.1 of the RfP

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

“Project or Power Station” shall mean the solar power station undertaken for design, financing, engineering, procurement, construction, operation, maintenance, repair, refurbishment, development & insurance by the seller.

“PPA” shall mean the Power Purchase Agreement to be entered into between the Off-taker(s) and the Seller pursuant to which the Seller shall supply power to the Off-taker(s) as per the terms and conditions of PPA enclosed with this RfP.

“PPA Tariff” shall mean the tariff discovered at the end of the bidding process and the rate at which the PPD shall sign a PPA with CMRL to supply power for 25 years

“PPD” shall mean Power Plant Developer selected by CMRL based on this RfP, shall set up the Solar PV Project or Wind project on Build Own Operate (BOO) basis in accordance with the provisions of this RfP document and standard Power Purchase Agreement (PPA)

“Off-taker(s)” shall mean Chennai Metro Rail Limited (CMRL)

“Project Company” shall mean the company, incorporated by the Bidder as per Indian laws, in accordance with Clause 2.9.

“Project Capacity” means the AC capacity of the project at the generating terminal(s) and to be contracted with CMRL for supply from the Solar Power Project.

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.8 of this RfP.

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid as per Clauses 3.1.1 and 3.1.2, stand qualified for opening and evaluation of their Financial Bid.

“Quoted Tariff” shall mean the single tariff quoted by the Bidder as per the prescribed Format 4.7 and shall be construed to be at the Delivery Point as mentioned in its Bid. The Ceiling tariff for the bid is Rs 3.50/kWh.

“RfP” shall mean this Request for Proposal No. CMRL/MEP/Power Procurement through Open Access/01/2019-20 Dated 09/11/2019 along with all formats and shall include any modifications, amendments alterations or clarifications thereto.

“Seller or Project Developer” shall mean the Successful Bidder who submit the Performance Bank Guarantee and executes the PPA with CMRL and who shall be responsible for supplying power to the Off-taker(s) at the Delivery Point for the term of the PPA as per the terms and conditions specified therein.

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law.

“STU” or “State Transmission Utility” shall mean Tamil Nadu Transmission Corporation Limited (TANTRANSCO).

“Successful Bidder(s)” shall mean the Bidder(s) selected by CMRL pursuant to this RfP to set up the project and for supply of power by itself or through the Project Company as per the terms of the RfP Documents and with whom PPA has been signed.

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

1. GENERAL INSTRUCTIONS TO THE TENDERERS

1.1 Objective

Chennai Metro Rail Limited (CMRL) hereby invites interested Bidders to purchase the RfP to participate in the bidding process for the selection of Bidder(s) for supply of Group Captive renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process. The Bidder must provide a bid for the selected generation source based on CMRL's requirement as below:

Generation Source	Annual units required
Wind	72 Million Units
Solar	90 Million Units
Wind-Solar Hybrid	90 Million Units

The Bidder must submit their bid for the entire capacity of the chosen generation source, i.e. 72 MU if power provided from Wind energy or 90 MU if power provided from Solar or Hybrid technology. The Bidder may supply the entire quantum from more than one location provided they quote a single tariff for the entire capacity.

Selection of Successful Bidder for the required capacity will be carried out through e-bidding followed by e-Reverse Auction process as stipulated in Clause 3 of this bid document.

CMRL shall enter into a PPA with Successful Bidder for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 3.50/ kWh for 25 years. The responsibility of the Successful Bidder(s) shall be to supply power to the Off-taker(s) as per the terms and conditions of the PPA.

The tentative consumption pattern of CMRL as stated in Annexure- A2 for reference purpose. The Bidders must take into consideration the same while preparing the bid.

1.2 Issue of RfP

- 1.2.1. The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RfP. All those interested may download the RfP document from website <http://eprocure.gov.in/eprocure/app>
- 1.2.2. The bidders shall be eligible to submit/ upload the bid document only after logging into the website and downloading the official copy of RfP.
- 1.2.3. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfP document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. The bids submitted without cost of the RfP document and/or Processing Fee and/or submission of EMD, shall not be considered for the bidding and such bids shall not be opened by CMRL.

1.3 Receipt and Opening of Bid

- 1.3.1. The bidder will submit tender online on website <http://eprocure.gov.in/eprocure/app>.
- 1.3.2. The last date of submission of tenders : **03.01.2020** at **15.00** hours
- 1.3.3. The date of opening of tenders: **04.01.2020** at **15.00** hours
- 1.3.4. Cost of Tender Document @ **Rs. 40,000** (non-refundable) will be deposited online at the time of submission of bid.
- 1.3.5. EMD in the form of Bank Guarantee amounting to Rs. 2 **Crore** is to be furnished as mentioned in Format 4.6
- 1.3.6. The detailed instructions to be followed by the bidders for online submission of response to RfP is stated in Annexure-A1

1.4 Correspondence for enquiries and clarifications

All correspondence, clarifications in respect of the RfP and submission of the Bid shall be addressed to:

Joint General Manager (MEP)

Address: Chennai Metro Rail Limited
Admin Building, CMRL Depot,
Poonamallee High Road, Koyambedu,
Chennai – 600107, Tamil Nadu, India.

Email: igmmeep@cmrl.in

Tel: +91 44 2379 2000 Extn: 22653

Mobile: +91 94458 68225

1.5 Validity of the Bid

The Bid submitted by the bidder shall remain valid up to **one hundred and eighty (180) days** after the Bid Deadline (“Bid Validity”). CMRL reserves all rights to reject any Bid which does not meet the aforementioned validity. CMRL may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. A Bidder accepting CMRL’s request for validity extension shall not be permitted to modify its Bid.

1.6 Method of Submission

The entire bid-submission would be online on <http://eprocure.gov.in/eprocure/app>. Broad outline of submissions are as follows:

1. Submission of Bid-Parts:
 - Technical Bid
 - Financial Bid
2. Submission of information pertaining to fees/ Earnest Money Deposit (EMD)

3. Submission of digitally signed copy of Tender Documents/ Addendum (if any)

1.6.1 Documents to be submitted online

The detail instructions to be followed by the bidders for online submission of response to RfP is stated in **Annexure-A2**. The bidders shall strictly follow the instructions mentioned in the electronic form in respective of technical bid and financial bid while filling the form.

All documents in response to this RfP submitted online must be digitally signed on <http://eprocure.gov.in/eprocure/app> which should contain the following:

1.6.1.1 Technical Bid

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

- a. All Formats 4.1 to 4.11 except 4.9 and 4.10
- b. All supporting documents/attachments if any regarding meeting the eligibility criteria

1.6.1.2 Financial Bid

- i. The price bid containing the price schedule will be in excel format and the bidder shall quote the rates, taxes & duties etc. for his offered services on this excel file only. Where, any row or column is not applicable, the bidder has to indicate '0' against this and no cells shall be left blank.
- ii. The Bidder shall indicate in the Price Schedule the per unit price of the power it proposes to supply under the Contract.
- iii. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iv. Prices shall be quoted in Indian Rupees
- v. Lowest bidder shall be chosen on the values as specified in this Price Schedule.
- vi. The bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time.
- vii. The system will accept only the last submitted bid. Bidder can find out the status of his tender on line, any time after opening the bids.
- viii. The bidder shall not rename the Price Schedule File (BOQ) or modify the format while uploading in the system. The file name should be the same as the file given in the tender.
- ix. All bids are to be submitted on-line on the website (<http://eprocure.gov.in/eprocure/app>).

1.7 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, site visits (if any), and finalization and execution of the RfP Documents, etc., CMRL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

1.8 Right to withdraw the RfP and to reject any Bid

This RfP may be withdrawn or cancelled or annulled by CMRL at any time without assigning any reasons thereof. CMRL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

CMRL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfP and make its own judgment regarding the interpretation of the same. In this regard CMRL shall have no liability towards any Bidder and no Bidder shall have any recourse to CMRL with respect to the selection process. CMRL shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. CMRL's decision in this regard shall be final and binding on the Bidders.

1.9 Confidentiality

The parties undertake to hold in confidence this RfP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a. to their professional advisors;
- b. to their officers, contractors, directors, servants, employees, agents or representatives, financiers, contractors who need to have access to such information for the proper performance of their activities;

The parties hereto will cause their professional advisors, directors, officers, employees, servants, agents, representatives, financiers and contractors to be similarly bound by the covenants specified above.

Provided that the Successful Bidder(s) agrees and acknowledges that any of the Off-takers may at any time, disclose the terms and conditions of the RfP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

1.10 Instructions to bidders for preparation of Bid

The Bid in response to this RfP shall be submitted by the Bidders in the manner provided in Section 1.6 of this document. The Bidders have to submit both technical and financial bid together in response to this RfP. Detailed instructions to be followed by the bidders for online submission of response to RfP as stated at Annexure-A1. The Bid shall comprise of the following:

1.10.1 Technical Bid

- i. Covering Letter as per Format 4.1.
- ii. In case of a Bidding Consortium,
 - a. Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 4.2. In the event any Member of the Bidding Consortium (other than lead member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
 - b. In case of a Consortium, the Consortium Agreement between the Members of the Consortium as per Format 4.3 along with board resolution from each Member of the Consortium for participating in consortium;
- iii. Board Resolutions, as per prescribed formats enclosed as Format 4.5 as applicable to the respective Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid;
 - b. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorised to execute the Power of Attorney in favour of the Lead Member.
 - c. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - d. Board Resolutions from Parent (whose credentials were used in response to the NIT), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company /Member of the Bidding Consortium, in event of failure of the same to make such investment.
 - e. Board Resolution in case the bidder is a partnership firm as specified in Format 4.5 C along with affidavit specified in Format 4.5 B.
- iv. Format for Qualification Requirements as per Format 4.4, as applicable;
- v. EMD as per Format 4.6;
- vi. Technical Specifications of the Project as per Format 4.7;
- vii. A disclosure statement as per Format 4.8 regarding participation of any related companies in this bidding process;
- viii. Details of Generation Source as prescribed in Format 4.11;
- ix. In case Bidder is offering capacity from more than one Generation Source, following formats shall be submitted separately for each Generation Source:

- a. Format 4.4 -Format of Qualification Requirement
- b. Details of the Generation Source as per Format 4.11
- x. Attachments
 - a. In case of company, Memorandum of Association, Article of Association needs to be attached along with the bid.
 - b. If the selected bidder wishes to execute the project through a Project company, the MoA/ AoA of the Project Company highlighting the object relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - c. Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
 - d. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission.
 - e. Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfP to CMRL.
 - f. Certified copies of annual audited accounts for the last three financial year, i.e. FY 2016-17, FY 2017-18 and FY 2018-19 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
 - g. Certificate from Chartered Accountants, certifying the Networth of the bidder as on 31st March, 2019.

1.10.2 Financial Bid

The Bidder shall inter-alia take into account the following while preparing and submitting online his Price Bid as per the Price Schedule as stated in Clause 1.6.1.2.

- i. The Bidder shall submit their Single Tariff (Rs/kWh) at the Delivery Point only through online portal.
- ii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder from the selected technology.
- iii. The Single Tariff is exclusive of any tax, charge, duty or cess to be imposed by the authorities for generation or consumption of the Electricity from the Project. All statutory open access charges and losses, including but not limited to transmission losses and charges, wheeling losses and charges, operating charges, cross subsidy surcharge (if applicable), additional surcharge (if

applicable), banking charges etc. shall be paid by the Off-taker on an actual basis over and above the PPA Tariff.

1.11 Bidder to inform itself fully

- 1.11.1. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RfP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 1.11.2. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India.
- 1.11.3. In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 2013, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by Regulatory Commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Off-taker/ Authorized Representative shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.
- 1.11.4. The bidder shall familiarize itself with the procedures and time frames required to obtain all consents, clearances and permits required for the supply of power to Off-taker(s). The Off-taker(s) shall have no liability to obtain any of the consents, clearances and permits required for setting up of the generation facilities and/ or supply of power.

1.12 Bids to be submit by Bidding company/ Consortium/ Individual/ Partnership firm

1.12.1 Bid submitted by a Bidding Consortium

- i. The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as Per Format 4.3). There shall be only one Lead Member which shall continue to hold fifty one percent (51%) equity in the Project Company up to a period of One (1) year after commencement of supply of power as per provisions of this RfP and the PPA. Each member of the Bidding Consortium shall be required to hold their respective equity shareholding in the project company upto a period of One year after start of supply of power. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.
- ii. Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.
- iii. Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Off-taker/ Authorized Representative.
- iv. The Lead Member shall designate one person to represent the Consortium in its dealings with the Off-taker/ Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution in case the bidder is a company to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc.
- v. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 4.2 in favor of the Lead Member issued by the other Members of the Consortium.
- vi. In case of a bid being submitted by a Consortium, the Lead Member of Consortium shall be the single point of contact for the purpose of bid process, before the date of signing of PPA. Settlement of any dispute amongst the consortium members shall not be the responsibility of Off-takers and the Off-takers shall not bear any liability what so ever on this account.
- vii. Transfer of Controlling shareholding will however be allowed after one year of COD only with the written permission of CMRL.
- viii. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, the entire facilitation fee, stamp and registration duties or any other costs will be borne by the Developer/ New Entity only. However, the new entity should be of the same financial strength as the Successful Bidder.

1.12.2 Bid submitted by Bidding Company/ Partnership firm/ Sole Proprietorship

The bidder should designate one person to represent the bid in its dealings with CMRL. The person so designated shall be authorized through a (Board Resolution in case the bidder is a company/Consortium, Resolution in case of Partnership firm and affidavit in case bidder is Sole Proprietorship/Individual) (as per Format 4.5) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company.

1.13 Pre-Bid Meeting

CMRL will not enter into any correspondence with the Bidders, except to furnish clarifications on the RfP, if necessary. The Bidders may seek clarifications or suggest amendments to RfP in writing, through a letter and also soft copy by e-mail to reach CMRL at the following address, date and time mentioned in the document within eight days from issuance of this RfP.

The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), CMRL will make all efforts to respond to the queries during the Pre Bid Meeting. Only two representatives from each bidding company shall be allowed for Pre Bid discussions.

The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP, including in particular, issues raised in writing by the Bidders. All bidders are requested to remain updated with the TCIL portal. No separate reply/ intimation for the above will be given elsewhere.

Pre bid meeting address: Chennai Metro Rail Limited
Admin Building, CMRL Depot,
Poonamallee High Road, Koyambedu,
Chennai – 600107, Tamil Nadu, India.

Pre bid Conference location: Meeting Hall @ CMRL Administrative Building

Date and time of Pre bid meeting: 04.12.2019 at 11.00 Hrs.

2. TECHNO COMMERCIAL CONDITIONS

2.1 Total Capacity Offered

Selection of Successful bidder(s) for procurement of 90 million units/annum of Group Captive Solar or Solar-Wind Hybrid power or 72 million units/annum of Group Captive Wind power to Chennai Metro Rail Limited for long term shall be done through Tariff Based Competitive Bidding Process. The Bidder must submit their bid for the entire capacity of the chosen technology, with an option of supplying power from more than one location, provided they quote a single tariff for the entire capacity.

2.2 RfP document for Group Captive Power Projects

The RfP document has been prepared for any renewable type of power projects which would include solar PV, wind and hybrid power projects. Solar PV Project means the solar project that uses sunlight for direct conversion into electricity through Photo Voltaic technology. Wind Power Project means the power generating stations that uses wind energy to rotate the wind turbines, thereby converting the kinetic energy of the wind into electricity. A hybrid project would mean a mix of solar PV as well as wind power project.

The detailed technical parameters for Solar PV Projects are at Annexure A3.

The detailed technical parameters for Wind Energy Generators are at Annexure A4.

2.3 Capacity of each project

The Power Projects shall be selected through competitive bidding process as per Section - 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder shall be to supply power to the Off-taker for 25 years as per the terms and conditions of the PPA.

The power source shall be duly certified by the CMRL. The certificate in this regard will be provided by power project developer/bidder at the time of Synchronisation.

In case the bidder wishes to set up a project at more than one location, then they would need to be physically identifiable with separate boundary wall, metering arrangement etc.

2.4 Supply of power to Off-taker

After completion of evaluation process, a Letter of Intent (LoI) will be issued to the successful bidder and PPA will be signed with successful bidder for duration of 25 years.

2.4.1 Tariff for Supply of Power

- i. Bidder(s) is/are required to quote single tariff for 25 years in the price bid and the same shall be paid by the Off-taker for each Financial Year during the whole span of PPA.

- ii. The PPA will be signed between Off-taker and Successful Bidder(s). The Off-taker shall pay to the Seller(s) the Single Tariff or the PPA Tariff as per the terms and conditions of the PPA. The Single tariff shall be payable by the Off-taker in Indian Rupees.
- iii. The Single Tariff or PPA Tariff quoted above is exclusive of any tax, charge, duty or cess to be imposed by the authorities for generation or consumption of the Electricity from the Project. All statutory open access charges and losses, including but not limited to transmission losses and charges, wheeling losses and charges, operating charges, cross subsidy surcharge (if applicable), additional surcharge (if applicable), banking charges etc. shall be paid by the Off-taker on an actual basis over and above the PPA Tariff.
- iv. The treatment of imposition of any current or future charges/ losses /duties/ taxes/ surcharges/ cess, etc., by any name levied on generation, transmission, distribution or consumption of solar/wind power from the Project is to be borne by the Off-taker on actual basis, over and above the PPA Tariff

2.5 Payment Security Mechanism

2.5.1 Letter of Credit

As a back-up arrangement, for Off-taker obligation in respect of monthly energy bills including supplementary bills under this agreement, the Off-taker shall open and maintain an irrevocable monthly revolving LC in the form of a bank guarantee in favour of the successful bidder(s)/ Power Project Developer (as applicable) issued by any Nationalized Bank for an amount equivalent to 1 months' billing value

The Bank Guarantee shall be replaced/renewed by the User Member within a period of 10 (ten) days from the day the same is invoked by the Power Producer or not later than 30 (days) prior to its expiry.

The LC shall be provided to the successful bidder(s)/ Power Project Developer (as applicable) on the following terms:-

- i. All costs relating to opening, maintenance of Letter of Credit shall be borne by CMRL.
- ii. The LC shall have a term of 12 months and shall be renewed annually

2.6 Criteria for Generation

- i. The bidder will declare the annual capacity utilization factor (CUF) for the whole life of the Project at the time of submission of response to this RfP, which shall be allowed to be modified at the time of signing of the PPA. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA.
- ii. The declared annual CUF shall in no case be less than [19%] for Solar PV projects and [29%] for wind projects.

- iii. The PPD shall maintain generation so as to achieve annual CUF within + 10% and -10% of the declared value till the end of PPA duration of 25 years, subject to the annual CUF remaining same as the declared CUF.
- iv. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.
- v. The generation done beyond 10% of the declared CUF shall be considered as excess generation.
- vi. The successful bidder(s)/ Power Project Developer (as applicable) would be free to install DC solar field as per his design of required output to meet the AC rating at delivery point, including his requirement of auxiliary consumption.

2.6.1 Shortfall in generation

Successful bidder/ Power Project Developer (as applicable) shall maintain generation to achieve minus ten percent **(-10%) variation** of the declared CUF, i.e. the Assured Generation. The Power Generator will be liable to pay to the Off-taker, penalty for the shortfall in availability below such contracted CUF level. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of solar power by the Power Project Developer (as applicable).

For any shortfall beyond -10% variation in the monthly declared energy, the Developer will pay Applicable Liquidated Damages (LD) Rate to the Off-taker on units which is the difference between Assured Generation and Actual Generation as per the formula below:

Compensation to the Buyer for shortfall in Assured Generation (INR) = (Assured Generation – Actual Generation) x (Discom Tariff – PPA Tariff)

2.6.2 Excess generation

For any excess generation over and above 10% of the declared CUF, the Power Project Developer shall free to sell it to any other entity provided first right of refusal will vest with CMRL. In case CMRL purchases the excess generation, the same will be done at 75% (seventy-five per cent) of the PPA tariff. The PPD must mention the excess consumption in the monthly invoice itself for payment.

2.7 Grid Connectivity

- 2.7.1. The entire cost of transmission including cost of construction of line, Bay, metering and protection system etc. up to CMRL/TANGEDCO (STU/ DISCOMs substation) will be borne by the Successful bidder(s)/ Power Project Developer (as applicable).
- 2.7.2. The bidder shall be required to obtain Long Term Open Access (LTOA) as per regulation of Centre /State Regulators, as the case may be, from the State or Regional Load Dispatch Centre (RLDC) and/or the state /central transmission utilities.
- 2.7.3. Seller(s) shall be responsible for the Operation and Maintenance of dedicated transmission line up to the interconnection point.

- 2.7.4. “Delivery point /Interconnection Point/metering point” shall be the point at which Successful bidder(s)/ Power Project Developer (as applicable) (PPD) shall deliver the power to the CMRL/STU/ Discom substation
- 2.7.5. Construction and operation/maintenance of evacuation system associated within generating plants shall be the responsibility of generating company.
- 2.7.6. PPD shall be required to schedule its power as per applicable
- 2.7.7. Regulation/requirement/guidelines of TNERC/CERC/SLDC/RLDC or any other competent agency and the same being recognized by SLDC or any other competent authority /agency as per applicable regulation/law/direction and maintain compliance to the applicable codes/grid code requirement/directions if any, as specified by any SLDC/RLDC from time to time. Any deviation from the schedule will attract the provision of applicable regulation/directions/guidelines and any financial implication on account of this shall be on account of PPD. PPD shall comply CERC/TNERC regulations as forecasting, scheduling & deviation settlement as applicable and are responsible for all liabilities related to Connectivity.

2.8 Qualification Requirements

The Bidder must meet the Qualification Requirements independently as Bidding Company or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium or as an individual or Sole Proprietorship or Partnership firm. Further, a Bidding Consortium can participate in the bidding process if any Member of the Consortium has purchased the NIT. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid

- i. The Bidder should be a company, as defined in the Electricity Act, 2003 and incorporated under the Company's Act, 1956/2013 and are eligible on standalone basis or as a part of the bidding consortium.
- ii. Companies short listed in NIT can also execute the project through a Project Company). However the Project Company has to be formed before signing of PPA. The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria.
- iii. “Bidding Partnership Firm” registered as per Partnership Act 1932. The intending bidders should satisfy the following criteria
- iv. Documentary evidence meeting the minimum technical qualification requirement as specified in Clause 2.8.2

2.8.1 Financial criteria

- i. **Net worth:**
 - 1. The Net Worth of the Bidder should be equal to or greater than **INR 50 Crores**, as on the last date of previous Financial Year, i.e. FY 2018-19

2. In case of more than one financial bid submitted by the bidder from different generation source, the net worth must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Financial Bids.
3. Net worth, if bidder is a company, shall be computed in the following manner by the Bidder:

Net worth for a Company= Paid up share capital + Reserves - Revaluation Reserves - Intangible Assets - Miscellaneous Expenditures to the extent not written off and carry forward losses.

The computation of Networth shall be based on unconsolidated audited annual accounts of the Company as on the last date of previous Financial Year, based on the Certificate obtained from a Statutory Auditor/CA.

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

For a newly incorporated Company relying solely on its own credentials, where the annual account has not been prepared, the Net Worth criteria should be met not more than seven days prior to the last date of submission of response to RfP. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date seven days prior to submission of response to RfP along with the unaudited financial statements which include certified copy of balance sheet, profit and loss account, schedule & cash flow statement supported with bank statement of the Company duly certified by Chartered Accountant for the date on which the certificate of Net Worth has been obtained.

4. **Net worth for Individuals/Sole Proprietorship** shall be calculated taking the following components:
 - Fixed deposits accompanied by a signed and stamped statement from the issuing bank and/or
 - Immovable Property which shall be mandatorily accompanied by a valuation report issued by a registered valuation firm/valuator which is dated not more than one (1) month prior to the Bid Deadline and/or
 - Savings account balance as on the date which is not more than seven (7) days prior to the Bid Deadline which shall mandatorily be accompanied by a bank statement signed and stamped by the issuing bank and /or
 - Any other item declared in the Income Tax Return filings for the year FY 2016-17 / FY 2017-18/ FY 2018-19.

In case of an Individual, Income Tax returns for the last three financial years i.e. FY 2016-17, FY 2017-18 & FY 2018-19 shall be submitted along with a net worth certificate from a Chartered Accountant to demonstrate fulfillment of the criteria.

5. Net worth in case of Bidding Consortium

- If the Bid is submitted by a Bidding Consortium, the financial requirement shall be met collectively by all the Members in the Bidding Consortium and individually by the Lead member in ratio of its equity participation as per the Consortium Agreement (Format 4.3), forming part of its Non-Financial Bid. Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format 4.3) within thirty (30) days of the issue of Letter of Intent.
- The Bidder may seek qualification on the basis of financial capability of its Parent /Ultimate Parent and/or its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent /Ultimate Parent and / or its Affiliate(s). The financial capability of a particular Parent/Ultimate Parent and/ or Affiliates, shall not be used by more than one Bidder.
- The determination of the relationship of Parent /Ultimate Parent or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary evidence in form of a certification from a practicing Company Secretary or Statutory Auditor in case the bidder is a Company to establish such relationship shall be furnished by the Bidder along with the Bid.
- All the financial documents/undertakings to be submitted by prospective PPD in support of meeting qualification requirements as per the RfP to the satisfaction of CMRL or its authorized representative should be certified by Chartered Accountant / Statutory auditor.

ii. Annual Turnover:

A minimum annual turnover of **INR 25 Crore** of the quoted capacity during the previous financial year, i.e. FY 2018-19. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

Note: -

- i. It is not necessary to have the Technology partner at RfP stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/Consortium.
- ii. Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.
- iii. Financial capability of particular parent company shall not be used by more than one bidder.
- iv. The parent company of the bidding company or a member of bidding consortium shall not separately participate directly or indirectly in the bidding process.
- v. The bidder may seek qualification on the basis of financial capability of its parent for the purpose of meeting the qualification requirement.
- vi. Notwithstanding anything stated above, the Off-taker reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may

request for any additional information / documents. The Off-taker reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

2.8.2 Technical Criteria

1. Under the provisions of this RfP, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 4.4 (B). However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfP can be changed at the time of Financial Closure.
2. The Bidder as a Developer should have build, own and operate solar PV based and/ or wind energy based grid connected power plant(s) of cumulative installed capacity of not less than 100 MW, connected at 11 kV or above. The reference plant(s) of at least 100 MW, through which the Bidder is meeting this Technical Eligibility Criteria, must have been in successful operation for at least six (6) months prior to the date of Bid Submission.
3. The Bidder must have an experience in power generation through the use of solar or wind energy of a minimum of 3 years.
4. The reference solar PV/ wind energy based grid connected power plant(s) of 100 MW or above, through which the Bidder is meeting the above Technical Eligibility Criteria, should have been developed for the requirement of any Government clients, Central/ State Utilities, Public Sector Undertakings (PSU), Private Players or equivalent entity (for foreign Bidders) as on the date of Bid Submission.
5. The Bidder shall submit the following documents as evidence of meeting the technical eligibility criteria:
 - i. Letter of award/ work order/ purchase order (as applicable)
 - ii. Detailed contract agreement along with any amendment, if any.
 - iii. Commissioning certificate received from any Government entity, Central/ State utilities, or equivalent entity (for foreign Bidders)
 - iv. Certificate from the owner of the solar PV plant / wind energy plant certifying the successful operation of the project for continuous period of last six (6) months, 7 (seven) Days prior to the date of Bid submission.

2.9 Incorporation of the Project Company

- 2.9.1. In case of the Successful Bidder, it will, within thirty days of the issue of the Letter of Intent, incorporate a Project Company (in case of Bidding Consortium/ Individual /Sole proprietor/partnership firm) provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid, the bidder must intimate about the same at the time of bid submission and such Project Company shall be responsible to execute the RfP Documents.
- 2.9.2. The Project Company shall execute the RfP Documents and be responsible for supply of power to the Off-taker(s) as per the provisions of the PPA.
- 2.9.3. All stamp duties payable for executing the RfP documents shall be borne by the successful bidder.
- 2.9.4. If the selected bidder wishes to execute the project through a Project company, the MoA/ AoA of the Project Company highlighting the object relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- 2.9.5. Minimum Equity holding/Equity Lock in the Project Company
 - 2.9.5.1. The aggregate equity shareholding capital of the selected bidder
 - i. in the issued and paid up equity share capital of the Seller if such seller is a company shall not be less than 51% upto the period of one year after commencement of supply of power and,
 - ii. in case of Bidding Individual/ Bidding Sole Proprietorship shall not be less than 51% in the Project Company from the effective date upto the period of one year after commencement of supply of power.
 - 2.9.5.2. In case of a Bidding Consortium, any Member, other than the Lead Member, shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified as above.
 - 2.9.5.3. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Ultimate Parent Company or Parent. If the Successful Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent, the Successful Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified above are still maintained.
 - 2.9.5.4. If equity is held by the Affiliates, Parent or Ultimate Parent Company, then such Affiliate, Parent or Ultimate Parent Company shall be permitted to transfer its shareholding in the Project Company to another Affiliate or to the Parent / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate/ Parent / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate /Parent /Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent / Ultimate Parent Company.

All transfers of shareholding of the Project Company by any of the entities referred to above shall be after prior written permission from the Off-taker. In the event of

Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, the entire facilitation fee, stamp and registration duties or any other costs will be borne by the Developer/ New Entity only. However, the new entity should be of the same financial strength as the Successful Bidder

In the event of Power Project Developer is in default to the lenders, lenders shall be entitled to undertake substitution of promoter in concurrence with Off-taker. Any failure by the lenders to substitute within the stipulated in the PPA shall entitle the Off-taker to exercise their right i.e. Off-taker may terminate the PPA , in line with the terms and conditions of the PPA.

- 2.9.5.5. The provisions as contained in this clause shall override the terms of the Consortium Agreement submitted as a part of Bid.

2.10 Capital requirement

- 2.10.1. CMRL shall infuse the capital requirement in line with the terms and conditions for the Prevalent Group Captive Regulations, so as to acquire a minimum of 26% of the equity stake in the project company.
- 2.10.2. The equity contribution of CMRL will be capped at Rs. 40 lakh/MW for the purchase of 26% equity share in the group captive model. The bidder will take this cap into account when preparing his price bid in response to this RfP.
- 2.10.3. The final equity contribution by CMRL will be decided before signing of the Share Purchase Agreement (SPA). At the time of signing of the SPA the Successful Bidder would be required to submit an Auditor's certificate, which will certify the final project cost. CMRL will infuse the equity as per the Auditor's certificate or INR 40 lakhs/MW, whichever is lower. The Auditor shall be appointed jointly by CMRL and the Successful Bidder, and the cost of such certification will be borne by the Bidder.
- 2.10.4. Such infusion of capital would be made against the Pro-rata upfront investments made by the successful bidder(s)/ Power project developer and the milestones mentioned in the Terms and Conditions of the Power Purchase Agreement (PPA) executed between the Successful bidder(s) and CMRL.
- 2.10.5. The developer must clearly define the project milestones, equity infusion required for achieving such milestones and timeline for such payment/s from CMRL in the PPA.
- 2.10.6. CMRL will infuse 26% of the equity for achieving the respective project milestone only after the developer has infused the corresponding 74% of the total requirement.
- 2.10.7. In case of the developer is unable to achieve Financial Closure for the project as per the timelines defined in this RfP, the entire equity infusion done by CMRL will be returned within 30 days of such event.
- 2.10.8. In event of CMRL becoming a Deemed Distribution Licensee:**

In the event CMRL becomes a deemed distribution licensee in the future, they will evoke the buyout clause in the PPA. In this buyout clause the generator will buy back the shares of CMRL at face value. However, the PPA and other terms of the power purchase will continue.

2.10.9. In event of termination of PPA:

In the event the PPA is terminated on account of Event of Default of the Developer, CMRL will be returned its entire equity contribution without any interest charges within 1 month (30 days) of such termination.

2.11 Cancellation of Letter of Intent

If the Successful Bidder(s)/Project Company fails or refuses to comply with any of its obligations under Clauses 2.9 and 2.10, such failure or refusal on the part of the Successful Bidder/Project Company shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, CMRL shall be entitled to invoke the EMD of the Successful Bidder(s)/Project Company.

2.12 Earnest Money Deposit (EMD)

- 2.12.1. Each Bidder shall submit the Bid online accompanied by EMD in the form of Bank Guarantee, for an amount of Rs.2 Crore issued by any of the Banks at Format 4.10. In case of a Consortium, the Lead Member shall furnish the EMD as stipulated in the RfP, on behalf of the Consortium Members as per the Consortium Agreement. In case, the bidder is offering capacity from more than one generation source, the EMD shall be submitted separately for each capacity.
- 2.12.2. The EMD, may be invoked by the CMRL or its authorized representative, without any notice, demure, or any other legal process upon occurrence of any of the following:
 - i. Failure to incorporate the Project Company as a legal entity within Thirty (30) days of issue of Letter of Intent, or
 - ii. Failure to furnish Performance Bank Guarantee as per Clause 2.12 within Thirty (30) days of issue of Letter of Intent, or
 - iii. Bidder submitting any wrong information or making any misrepresentation in Bid, or
 - iv. If the bidder withdraws or varies the bid after due date and during the validity of the bid, or
 - v. In case, CMRL offers Successful Bidder to execute the PPA with CMRL and if the Selected Bidder refuses to execute the PPA or is unable to execute the PPA within the stipulated time period, CMRL will encash the EMD.
- 2.12.3. The EMD of all Bidders, who's Bids are declared in-complete, shall be returned and released by CMRL within thirty (30) days after the date on which the Financial Bids are opened.
- 2.12.4. The EMD of all unsuccessful Bidders shall be returned and released by the CMRL within a period of thirty (30) days of the occurrence of the earlier of the following:
 - i. Submission of the Performance Bank Guarantee as per Clause 2.12 of the RfP and the execution of the RfP Documents (as applicable) by the Successful Bidder(s); or

- ii. Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders;
- 2.12.5. The EMD of all Bidders shall be released by CMRL within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by CMRL.
- 2.12.6. The EMD of the Successful Bidder(s) shall be released on the submission of Performance Bank Guarantee and verification of the same by CMRL as per Clause 2.12 of the RfP.

2.13 Performance Bank Guarantee (PBG)

- 2.13.1. PBG of Rs. 20 Lakh/MW in the form of bank guarantee strictly adhered as per format 4.9 shall be submitted by the successful bidder(s) within 30 days after issuance of Letter of Intent (LoI) or before signing of PPA, whichever is earlier.
- 2.13.2. The PBGs submitted by the bidder shall be valid for a period of 18 months (excluding 1 months claim period) from the date of signing of PPA which can be further extended as may be mutually agreed between the CMRL and the bidder from time to time.
- 2.13.3. The Performance Bank Guarantees (PBGs) shall be submitted by the successful bidder(s) separately for each project. The Performance Bank Guarantee will be returned to the PPDs within 3 months after successful commissioning of their projects, after taking into the account any penalties due to delays in commissioning as per the provisions stipulated in the PPA.
- 2.13.4. The successful bidder shall furnish the Performance Bank Guarantees in the form of Bank Guarantees from any of the Bank listed at format 4.10 to CMRL as per instructions given in 2.13 of RfP in favour of **Managing director, Chennai Metro Rail Limited**.
- 2.13.5. In case the Successful Bidder is unable to obtain the Performance Bank Guarantees for the total amount from any one bank specified in Format 4.10, the Successful Bidder may obtain the same from not more than three (3) banks specified in Format 4.10.
- 2.13.6. Non submission of the PBG by the Successful Bidder(s) may lead to encashment of the EMD and cancellation of the Letter of Intent of such Successful Bidder(s) by CMRL.
- 2.13.7. All expenditure towards execution of Bank Guarantees shall be borne by Bidder.

2.14 Bank Guarantees

The successful bidder(s) shall provide the following bank guarantees favouring **Managing director, Chennai Metro Rail Limited** to CMRL as per details given below:

- I. EMD for the amount (Rs. 2 Crore) in the form of Bank Guarantee as per Format 4.6. (Valid for a period of 210 days from the Techno commercial bid opening date.)
- II. Performance Bank Guarantee (PBG) of Rs. 20 Lakh/MW in the form of Bank Guarantee as per format 4.9 shall be submitted within 30 days after issuance of Letter of Intent (LoI) or before signing of PPA, whichever is earlier.
- III. The PBGs submitted by the bidder shall be valid for a period of 18 months (excluding one month claim period) from the date of signing of PPA which can be further extended as may be mutually agreed between the CMRL and the Bidder from time to time.

- IV. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company/Lead Member of Bidding Consortium/Project company.
- V. After successful verification of the PBGs in the acceptable form, the EMD shall be returned by the CMRL to the successful Bidder.

2.15 Amendment of RfP

CMRL, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RfP, by issuance of addendum / modification / errata and / or a revised document. Such amendment to the RfP shall be uploaded on [.....] 7 days before the last date of submission of the bid.

Such document shall be made available on [.....]. Bidders should notify themselves regarding any addendum / modification made in RfP document, the same shall be uploaded on [.....].

No personal correspondence will be made by CMRL to Bidder(s).

2.16 Financial Closure

- 2.16.1. The Project shall achieve Financial Closure within Three (3) months from the date of signing of PPA. In this regard, the project developer shall submit a certificate from all financial agencies, certifying that the party has complied with all conditions required for drawl of funds and party can draw down the funds on any date as per their requirement. The bidder shall furnish documentary evidence for infusion of actual equity requirement.
- 2.16.2. Additionally, the PPD shall furnish documentary evidence to demonstrate that required land/ plot for project development is under possession of the PPD.
- 2.16.3. At this stage, the Project developer shall be required to furnish the following documentary evidences regarding the technology of the project:
 - i. The project developer will submit the final technology selection viz. Crystalline/ Thin Film/ Concentrator PV/specific any other technology etc. in case of solar energy based power generation
 - ii. The project developer will submit the type and ratings of the WEGs and other details such as generator type and design, towers, etc in case of wind energy based power generation
 - iii. Order copy / agreement copy with Technology Provider / supplier for supply of modules, equipment for said technology.
 - iv. A certificate from the project / client situated anywhere in world that the technology supplied by the Manufacturer / Technology Provider is in successful operation for atleast one project and atleast one year before the last date of submission of bid.

- 2.16.4. Bidder shall obtain all consent, clearance & permits required for setting up of Generation facility and supply of power to Off-taker.
- 2.16.5. A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU) confirming technical feasibility of connectivity of the plant to STU/ CTU substation.

2.16.6. Non achievement of Financial Closure:

Failing the aforesaid, CMRL shall encash the PBG unless the delay is caused due to Force Majeure. An extension for the attainment of the financial closure can however be considered, on the sole request of the Power Project Developer, on payment of a penalty @ Rs 10,000 per day per MW. This extension will not have any impact on the COD. Any penalty paid so, shall be returned to the Power Project Developer without any interest on achievement of successful commissioning within the COD.

In case the developer does not achieve Financial Closure until the Scheduled Date of Commissioning of project (COD), CMRL will encash the entire PBG on the date.

2.17 Commercial Operation Date

The Commercial Operation date of Power Project shall be within a maximum of Six (6) months from the date of signing of PPA.

Bidders are also allowed to bid with operational power generation capacities subject to possible arrangements for sale under the Group Captive Mechanism. i.e. the offered capacity must be carved out under a separate project company for equity investment by CMRL.

Early Commissioning:

The Power Project Developer shall be permitted for full commissioning of the Project even prior to the Scheduled COD. In case of early commissioning, till Scheduled COD, the Off-taker will purchase the power generated at 75% (seventy-five per cent) of the PPA tariff.

2.18 Delay in Commissioning of Power Plant

For not achieving Commercial Operation date, CMRL shall encash the Performance Bank Guarantee (PBG) in the following manner:

- i. Delay up to one (1) month - 10% of the total Performance Bank Guarantee.
- ii. Delay of more than One (1) month and up to two (2) months - 20% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii. Delay of more than Two (2) months and up to three (3) months - 30% of the total Performance Bank Guarantee in addition to BG in clause- i & ii above.
- iv. Delay of more than 3 months & upto four (4) months - the remaining Performance Bank Guarantees

- v. Delay in the timelines for over and above four (4) months will lead to create the necessary grounds for CMRL for termination of LoI / PPA.

2.19 Signing of Power Purchase Agreement

CMRL shall enter into a PPA with the selected bidder based on this RfP. The PPA shall be signed within 45 days of issuance of LOI. The duration of PPA shall be 25 years from the date of Commissioning of project. In Case the Bidder is offering capacity from more than one generation source, separate PPAs will be executed for each such Generation source.

3. EVALUATION CRITERIA

CMRL shall enter into a PPA with the selected bidder based on this RfP. The PPA shall be signed within 45 days of issuance of LOI. The duration of PPA shall be 25 years from the date of commissioning of project. In case the bidder is offering capacity from more than one generation source, separate PPAs will be executed for each such generation source.

3.1 Bid Evaluation

The evaluation process comprises the following four steps:

Step I – Completeness check

Step II – Bid Evaluation of Technical Bid

Step III – Financial Bid Evaluation

Step IV – Reverse Auction

Step V – Successful Bidder(s) selection and award of LOI

3.1.1 STEP I – Completeness check

The Bid submitted by the Bidders shall be scrutinized and evaluated by the Committee to be formed by CMRL to establish “Completeness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfP.

Any of the following conditions shall cause the Bid to be “In –complete”:

- i. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, Consortium Agreement
- ii. Data filled in the Electronic Form of Technical and Financial bid not aligned with the formats and instructions mentioned in the same Electronic Form
- iii. Bid not received by the due date and time
- iv. Bid having Conflict of Interest
- v. Bid being conditional in nature
- vi. Bidder makes any misrepresentation in his submitted bid

- vii. either the Technical Bid or Financial Bid before due date and time of submission of bid;
- viii. Non submission of the original documents mentioned in Section 1.6 by due date and time of bid submission;
- ix. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RfP, then all these bids submitted shall be treated as non-responsive and rejected
- x. Bids that are not accompanied with the documentary evidence meeting the minimum technical and financial eligibility criteria

3.1.2 STEP II–Evaluation of Technical Bid

- i. Step II (Evaluation of Technical Bid) will be carried out considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission). This step would involve evaluation of the Bid of the bidder as per the provisions specified in Section 2 of this RfP. The Technical Bid will be opened and evaluated by evaluation committee of CMRL.
- ii. Only the Bidders qualifying all the Technical Eligibility Criteria as specified in Section 2.8.2 will be declared as Technically Qualified Bidders and will be eligible for the next round of Bid Evaluation, i.e. Step III- Evaluation of Financial Bid
- iii. The names of all the technically qualified bidders will be displayed online.

3.1.3 STEP III - Financial Bid Evaluation

- i. Financial Bids of only the Technically Qualified Bidders will be opened online on a date as intimated by CMRL to the Bidders.
- ii. In this step, evaluation shall be based on Bid Price as quoted by the Bidder in their Price Schedule in the online submission (hereafter called the First Round Tariff). The First Round Tariff quoted by the Bidders must be lower than or equal to INR 3.50/kWh. Those bids where the tariff quoted is more than INR 3.50/kWh, shall be summarily rejected.
- iii. If the First Round Tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- iv. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.1.4 of this section)
- v. The lowest bid realized in First Round will be the threshold limit for the Second Round, i.e. Reverse Auction.
- vi. Ranking of the bidders will be done as illustrated below after the Financial Bid Evaluation:

Bidder	Submitted Financial Bid (INR/kWh)	Ranking
B1	3.00	L1
B2	3.05	L2

B3	3.10	L3
B4	3.15	L4
B5	3.15	L4
B6	3.20	L5
B7	3.30	L6
B8	3.30	L6
B9	3.40	L7
B10	3.50	L8

3.1.4 STEP IV- Reverse Auction

- i. The reverse auction for each project shall be conducted through CPP portal on the day as intimated by CMRL to the eligible bidders.
- ii. The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Where T= Total Techno-commercially Qualified Bidders

Case	Condition	Formula	Total eligible bidders for reverse auction
Case 1	$T \leq 2$	$n = T$	From 1 st to n th bidder in ascending order
Case 2	$T > 2$	i. If T is even: $n = (T/2)$ ii. If T is odd: $n = (T+1)/2$	

- iii. An advance intimation regarding the date and time of the reverse auction will be sent by e-mail to those bidders who have been shortlisted based on the criteria mentioned in Clause 3.1.4. (ii), atleast one week prior to the reverse auction.
- iv. The Bidders will familiarize themselves with the Reverse Bidding Guidelines as specified in Annexure A5.
- v. Shortlisted bidders for Reverse Auction will be able to login into the CPP portal of reverse auction 15 minutes before the start time of reverse auction.
- vi. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder and the lowest quoted tariff of First Round (L1 Bid) shall be displayed on its window.

- vii. The minimum decrement value for tariff shall be INR 0.01/kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than the L1 Bid.
- viii. Bidders will only be allowed to quote a value lower than the L1 Bid taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff any number of times during the Reverse Auction process.
- ix. In the bidder's bidding window, the following information can be viewed by the bidder:
 - Its First Round Tariff, the L1 Bid and thereafter the last quoted tariff
 - The list of all the Bidders with their following details: Pseudo Identity and last quoted tariff
- x. The auction period will be of 30 (thirty) minutes after which the bidding window will close and the Successful Bidder will be declared on the basis of lowest quoted tariff in the Reverse Auction process.
- xi. Details of reverse auction will be explained in Pre-bid Meeting and successive meetings, if required.

3.1.5 STEP V – Successful Bidder(s) selection and award of LOI

- i. The lowest quoting bidder after reverse auction will be selected as Successful Bidder for the project.
- ii. In case of a tie among two or more bidders (i.e. their last quoted tariff being the same at the end of the reverse auction), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
- iii. After finalization of above selection procedure and adoption/approval of tariff by State Commission, the Letter of Intent (LoI) shall be issued to such Successful Bidder selected as per the provisions of Clause 3.1.3.
- iv. The Successful bidder will then submit the PBG as specified in Section 2.12 within 30 days of issuance of LOI.
- v. If the Successful Bidder, to whom the LoI has been issued, does not fulfil any of the conditions specified in the Clauses 2.8 & 2.9, CMRL reserves the right to annul the award of the LOI of such Successful Bidder and encash the EMD.
- vi. CMRL, in its own discretion, has the right to reject any/all Bids if the Single Quoted Tariff is not aligned to the prevailing market prices and CMRL decision in this regard shall be final and binding on bidders.

4. FORMATS

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 2.8 of Section 2 and other Bid submission requirements specified in the RfP.

- i. Format 4.1- Covering Letter Format
- ii. Format 4.2- Power of Attorney Format
- iii. Format 4.3- Consortium Agreement Format
- iv. Format 4.4- Qualification Requirement Format
- v. Format 4.5- Board Resolutions Format
- vi. Format 4.6- EMD Format
- vii. Format 4.7- Technical Specifications of Project
- viii. Format 4.8- Disclosure Statement Format
- ix. Format 4.9- Performance Bank Guarantee Format
- x. Format 4.10- List of Banks
- xi. Format 4.11- Sources of generation
- xii. Annexure A1- Instructions for Online Bid Submission
- xiii. Annexure A2- Annual Power Consumption Pattern of CMRL
- xiv. Annexure A3- Technical parameters for Solar PV Projects
- xv. Annexure A4- Technical parameters for Wind Projects
- xvi. Annexure A5- Reverse Bidding Guidelines

A Bidder may use additional sheets to submit the information for its detailed response.

4.1. Covering Letter Format

Format of Covering Letter

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

Date:

From: _____ (Insert bidder's Name and address)

Tel: _____

E-Mail: _____

To:

_____ (Insert Off-taker's Name and Address)

Sub: Bid for Supply of <90/72 million units/annum> of Group Captive Renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process in response to RfP CMRL/MEP/Power Procurement through Open Access/01/2019-20 dated 09/11/2019

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfP and RfP Documents for supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of the Off-taker hereby submit our Bid comprising of Financial Bid and Non-Financial Bid.

1. We give our unconditional acceptance to the RfP, dated [*Insert date in dd/mm/yyyy*] and RfP Documents attached thereto, issued by the Off-taker, as amended. In token of our acceptance to the RfP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that the Seller shall execute such RfP Documents as per the provisions of the RfP and provisions of such RfP Documents shall be binding on us.
2. **EMD:** We have deposited EMD of Rs. 2 Crore, in line in terms of Clause 2.11 of this RfP.
3. We have submitted our Financial Bid strictly as per Format 4.7 of this RfP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the Off-taker in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

5. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RfP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 1.12 of RfP have been fully examined and considered while submitting the Bid.

6. Contact Person

Details of the contact person are furnished as under:

Name: _____

Designation: _____

Company/ Consortium/Partnership firm/ Individual:

Address: _____

Phone Nos.: _____

Fax Nos.: _____

E-mail address:

7. We are enclosing herewith a copy of Non-Financial Bid along with duly signed and *attested* formats, as desired by you in the RfP for your consideration.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP and subsequent communications from the Off-taker.
9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RfP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. *(Insert in case the Bidder is not a Trading Licensee)* “We undertake that we shall not submit any bid, on the basis of the same Generation Source and quantum of power from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and eighty (180) days from the Bid Deadline.”
11. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time, respectively on issue of LOI by CMRL for the selected Projects and/or we are not able to sign PPA with CMRL within 45 days from date of issue of LOI or as intimated by CMRL, CMRL shall have the right to encash the EMD submitted by us.
12. We confirm that our Bid meets the following conditions:
 - a) The scheduled delivery date is not later than the date as specified in RfP subject to provisions of PPA.
 - b) The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.
13. We confirm that the Financial Bid(s) conform(s) to all the conditions in the RfP including:

14. Financial Bid(s) is/are in the prescribed Format 4.7, and is submitted through on line only duly digitally signed by the authorized signatory and it shall be quoted as fixed tariff (Rs/kWh) only..
15. Financial Bid(s) is/are unconditional.
16. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) days from the Bid Deadline.
17. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in this RfP.
18. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.
19. (In case of Company/Consortium) We hereby declare that our Parent, with which we have direct or indirect relationship are not separately participating in this Bid.
20. We hereby unconditionally and irrevocably agree and accept that the decision made by CMRL in respect of any matter regarding or arising out of the RfP shall be binding on us.
21. We further declare that the above statements are true & correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if LOI has been issued, the same will be cancelled and the EMD shall be forfeited.

Dated the ____ day of _____, 2019

Thanking you,

4.2. Power of Attorney Consortium Format

Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s _____ having its registered office at _____ and M/s _____ having its registered office at _____. (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium) (hereinafter called the 'Consortium') vide Consortium Agreement dated _____ and having agreed to appoint M/s _____ as the Lead Member of the said Consortium do hereby constitute, nominate and appoint [M/s _____ a company incorporated under the laws of / and having its Registered /Head Office at _____ as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfP (in the event selected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts:

- i. To submit Bid on behalf of Consortium Members.
- ii. To do any other act or submit any information and document related to the above Bid. It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

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

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

For and on behalf of Consortium Member M/s _____

(Signature, Name and Designation of Person authorized by the board in case the bidder is a Company

Name: _____

Designation: _____

Place: _____

Date: _____

Accepted

(Signature, Name, Designation and Address of the person authorized by the board in case the bidder is a Company

Attested

(Signature of the executant)

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

Place: _____

Date: _____

4.3. Consortium Agreement Format

Format for the Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN M/S _____,
M/S _____, M/S _____ AND M/S _____ FOR
_____ AS PER CLAUSE 1.12.2

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this day _____ of _____ 2019 between [M/s _____ a company incorporated under the laws of _____ / a partnership firm registered under / a LLP registered under _____ /] and having its Registered Office at (hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), [a company incorporated under the laws of _____ / a partnership firm registered under _____ / a LLP registered under _____ /] and having its Registered Office at (hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and [a company incorporated under the laws of _____ / and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RfP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RfP and ensure execution of the RfP Documents as may be required to be entered into with the [Insert “Off-taker” as applicable].

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS the CMRL desired to procure power on long term basis through tariff based competitive bidding process.

WHEREAS, the CMRL had invited Bids, vide RfP dated 09/11/2019 issued to [Insert the name of purchaser of RfP]

AND **WHEREAS** Clause 1.12.2 of the RfP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Performance Bank Guarantee as required as per the provisions of the RfP, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. We the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. *(Insert as applicable)* The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RfP, within Thirty (30) days of issue of LOI provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name _____ *(Insert name of the Project Company)* to undertake the responsibilities and obligations for supply of power as per the provisions of the RfP Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be / is as follows:

Name	Percentage of equity holding in the Project Company
Consortium Member1	
....	
Consortium Member n	
Total Equity/ in the Project	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

(Note: The percentage equity holding/ for any Consortium Member in the Project cannot be Zero in the above table.)

[If the Bidder is offering capacity from different sources, the above table has to be filled in separately for each Generation Source.]

5. In case of any breach of any of the equity holding as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity holding obligation.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. It is further specifically agreed that the financial liability for equity contribution) of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Chandigarh/Panchkula alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the Bid Bond, as stipulated in the RfP, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee (PBG) on behalf of the Seller in favor of the Off-taker, as stipulated in the RfP and PPA. The Lead Member shall be responsible for ensuring the submission of the PBG on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Off-taker.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP for the purposes of the Bid.
13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RfP Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Off-taker.

This Consortium Agreement

- a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,

- b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Off-taker:

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals in case of a Company/seal in case of Partnership firm/LLP of their respective companies on the Day, Month and Year first mentioned above.

Common Seal dated
1) M/s

For and on behalf of Consortium Member (party

(Signature)
Name: _____
Designation: _____

(Signature)
Name: _____
Designation: _____

Place: _____
Date: _____

Witness:

1.

(Signature)
Name: _____
Designation: _____

2.

(Signature)
Name: _____
Designation: _____

Attested:

(Signature)
(Notary Public)
Place: _____
Date: _____

4.4. Qualification Requirements Format

4.4 (A) Financial Criteria

NETWORTH AND ANNUAL TURNOVER

[on the letter head]

To,
[Address of CMRL]

Dear Sir,

Sub: Bid for Supply of <90/72 million units> of Group Captive Renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process in response to RfP CMRL/MEP/Power Procurement through Open Access/01/2019-20 dated 09/11/2019

1. We submit our Bid / Bids for the total capacity of million units; for Bids from multiple Generation Source, [meeting

Generation source	Offered Capacity (<i>Million Units</i>)	Net worth (<i>Rs Crores</i>)	Annual Turnover (<i>Rs Crores</i>)
1	<i>Million Units</i>		
2	<i>Million Units</i>		
...			
Total of all	<i>90/72 Million Units</i>		

We certify that the (Bidding Company//Bidding Sole Proprietorship/Bidding Individuals/Partnership Firm) has a minimum Networth of INR Crore based on unconsolidated audited annual accounts of any of the last three (3) financial years [indicate last three financial years]. This Networth has been calculated in accordance with instructions provided in clause 2.8.1 of the RfP.

Documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the (Company Secretary/ Statutory Auditor in case the bidder is a Company / Chartered Accountant certifying / auditing the accounts in case of Sole Proprietorship/Bidding Individual/ Partnership Firm is to be attached with the format.

2. For the above calculations, we have considered Networth by the (Bidding Company / Partnership Firm or its Parent/ Affiliates) for the financial year as per following Table :

Name of Company	Relationship with (<i>Bidding Company / Partnership Firm</i>)*	Networth (<i>Rs. Crores</i>)	Annual Turnover (<i>Rs Crores</i>)	Financial Year
1				

2				
3				
....				
Total				

**The column for "Relationship with Bidding Company/ Partnership Firm" is to be filled only in case the financial capability of Parent/ Affiliate has been used for meeting Qualification Requirements.*

Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the (Company Secretary/ Statutory Auditor in case the bidder is a Company / Chartered Accountant certifying / auditing the accounts in case of Sole Proprietorship/Bidding Individual/ Partnership Firm is to be attached with the format.

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ for financial year _____ as per following details:

Name of company	Relationship with Bidding company/partnership firm/Individual*	Networth (Rs. Crores)	Annual Turnover (Rs Crores)	Financial Year
Company				

Total				

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/ has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.*

*** Net worth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of more than one Financial Bid submitted by the Bidding Consortium, the Net worth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.*

(To be filled by each Member in a Bidding Consortium separately)

- i. Name of Member:
- ii. Total Net worth requirement: Rs. Crores
- iii. Percentage of (equity investment) by the Member %
- iv. Networth requirement for the Member: INR Crores.

Generation Source:

Net worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs. Crore
(Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Consortium Member	Name of Lead member	Relationship with Bidding Company/ Partnership firm*	Financial Year to be Considered for Net Worth of the Respective Company/ Partnership	Net Worth** (in Rs. Crore) of the Consortium Member of Company/ Partnership	Committed Net Worth (in Rs. Crore)
1.					
2.					
<i>Total</i>					

**Documentary evidence to establish the relationship, duly certified by the company secretary/ chartered accountant is required to be attached with the format. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the Company Secretary/ Statutory Auditor in case the bidder is a Company/ Chartered Accountant in case of Sole Proprietorship/ Individual certifying and auditing the accounts is required to be attached with the format.*

***Networth requirement to be met by a Consortium shall be satisfied collectively by all the Members of the Consortium and in case of more than one Financial Bid submitted by the Bidding Consortium, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.*

[If a Bidder is offering capacity from different sources, the above table has to be filled in separately for each Generation Source.]

Yours faithfully

(Signature & Name of the bidder)

Date:

(Signature and Stamp of Statutory Auditor in case the bidder is a Company /Chartered Accountant in case of Sole Proprietorship/ Individual /Partnership firm)

4.4 (B) Technical Criteria

(This format should be on the Letter Head of the Bidding Company/ Sole Proprietorship or Lead Member of the Bidding Consortium)

To,
[Address of CMRL]

Dear Sir,

Sub: Bid for Supply of <90/72 million units> of Group Captive Renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process in response to RfP CMRL/MEP/Power Procurement through Open Access/01/2019-20 dated 09/11/2019

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.8.2.

Location and address of the Power Generating Plant (s)	
Installed capacity of each power plant in MW and type of fuel used	
Cumulative capacity of power plant by type of fuel used	
Year of commissioning of each power plant	
Quantity of power generated from each power plant in MWh	FY 2016-17: FY 2017-18: FY 2018-19:
Injection Voltage	11/ 22/ 33/ 110/ 230 kV
Drawl Voltage of the power generating plants	11/ 22/ 33 kV

The bidder shall submit the detail/ documents in support of meeting the qualification requirement prescribed in clause 2.8.2 (5)

Yours faithfully

[Signature & Name of the bidder with date]

4.5 Board Resolutions Format

A. Format for Board Resolution in case of Bidder being a Company/ Consortium

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956), passed the following Resolution:

1. RESOLVED THAT Mr/Ms , be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for "Procurement of 90 or 72 MU/annum on long term basis from Solar/Wind /Hybrid Energy Source by the Off-taker" in the country of India, including signing and submission of all documents and providing information / Bid to __CMRL representing us in all matters before CMRL____ and generally dealing with ____CMRL]in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s [Insert the name of other Members in the Consortium] and Mr/Ms , be and is hereby authorized to execute the Consortium Agreement. Further, the RfP and RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT Mr/Ms , be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. **(To be provided by the each Member of the Bidding Consortium except the Lead Member)**

AND

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the

Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfP. **(To be passed by the Lead Member of the Bidding Consortium)**

3. FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for " Procurement of **<90/72 million units> of Group Captive Renewable power**" and confirm that all the equity investment obligations of M/s (Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Performance Bank Guarantee required to be submitted as per Clause 2.13 of the RfP and confirm that in the event of failure by ---- M/s (Insert Name of Bidding Company/ Consortium Member(s)) to submit the Performance Bank Guarantee, we shall submit the Performance Bank Guarantee. **(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)**

Certified true copy

_____ (Signature, Name and stamp of Company Secretary/Director)

Notes:

- i. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/Director.
- ii. Memorandum and Articles of Association of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.
- iii. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- iv. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2013 (erstwhile Companies Act, 1956) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

B. Format for Affidavit in case the bidder is Sole Proprietorship/Individual/ Partnership Firm)

[On non-judicial stamp paper of appropriate value]

AFFIDAVIT

I, _____ son of _____ residing at _____ do solely affirm that I shall invest in the equity in the Project equal to _____% requirement of the Project as per the terms of the RfP.

Signature of Authorized Signatory/Proprietor/Individual / Partnership Firm

Verified at _____ on this _____ day _____ that the contents of the above affidavit are true and to the best of my knowledge and no part of it is false and nothing material has been concealed there from.

Signature of Authorized Signatory/Proprietor/Individual / Partnership Firm

(Signature of Notary Public)

Place:

Date:

[Note: In case of consortium; this format shall be provided by all the members (applicable for partners of Partnership Firms)]

C. Format to be submitted if the bidder is a Partnership Firm or a member of consortium being a Partnership firm

The Partners, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Partners present:

Authorise Mr/Ms _____, to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for " Procurement of **<90/72 million units> of Group Captive Renewable power** by the Off-taker" in the country of India, including signing and submission of all documents and providing information / Bid to CMRL [representing us in all matters before _____ CMRL and generally dealing with CMRL [insert name of the Off-taker] in all matters in connection with our bid for the said Project.

Pursuant to the provisions of the Partnership Deed approve hereby to invest total equity in the Project.

[Note: In the event the Bidder is a Bidding Consortium or a member of Bidding Consortium, in place of the above point at Sl. No. 1, the following resolutions are to be provided]

Pursuant to the provisions of the Partnership Deed, approval of the Partners be and is hereby accorded to invest (____%) equity [Insert the % equity Investment as specified in Consortium Agreement] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

Approve to participate in consortium with M/s _____[Insert the name of other Members in the Consortium] and Mr/Ms _____, be and is hereby authorized to execute the Consortium Agreement. Further, the NIT and NIT Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

Authorise Mr/Ms _____, to execute the Power of Attorney in favour of the Lead Member. **(To be provided by the each Member of the Bidding Consortium except the Lead Member)**

And

Approve to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the NIT. **(To be passed by the Lead Member of the Bidding Consortium)**

Approve M/s. _____ (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for " **Bid for Supply of <90/72 million units> of Group Captive Renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process in response to RfP CMRL/MEP/Power Procurement through Open Access/01/2019-20 dated 09/11/2019**" and confirm that all the equity NIT for Proposal of Procurement of **<90/72 million units> of Group Captive Renewable power** investment obligations of M/s (Insert Name of Bidding Partnership Firm/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Performance Bank Guarantee required to be submitted as per Clause 2.13 of the NIT and confirm that in the event of failure by ---- M/s (Insert Name of Bidding Partnership Firm/ Consortium Member(s)) to submit the Performance Bank Guarantee, we

shall submit the Performance Bank Guarantee. **(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)**

Certified true copy

(Signature, Name and seal of all Partners)

Notes:

- i. This certified true copy should be submitted on the letterhead of the Partnership Firm, signed by the Partners.
- ii. Partnership Deed of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.
- iii. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- iv. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this format.

4.6 EMD Format

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the (Insert name of the Bidder) submitting the Bid inter alia for Response to “Bid for Supply of Group Captive renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process in response to RfP CMRL/MEP/Power Procurement through Open Access/01/2019-20 dated 09/11/2019” for meeting the requirements of CMRL in response to the NIT dated [Insert date of NIT] issued by CMRL (hereinafter referred to as CMRL/ Off-taker(s)) and such CMRL agreeing to consider the Bid of [Insert the name of the Bidder] as per the terms of the NIT, the _____(Insert name and address of the bank issuing the Bid Bond, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to [CMRL Authority with address] forthwith on demand in writing from CMRL or any representative authorized by it in this behalf an amount not exceeding Rupees (Rs) 2 Crore only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including _____ (Insert date of validity of Bid Bond in accordance with Clause 2.11 of this NIT) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

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

Our Guarantee shall remain in force until [Date to be inserted by CMRL] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date, which is Thirty days (30) days after the date in the preceding sentence].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from CMRL or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to CMRL or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require CMRL or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CMRL or its authorized representative in respect of any payment made hereunder.

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

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the CMRL / Off-taker(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the CMRL to any entity to whom it is entitled to assign its rights and obligations under the NIT Documents.

The Guarantor Bank hereby agrees and acknowledges that CMRL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs(in words) (Rs only) and it shall remain in force until [Date to be inserted on the basis of Clause 2.11 of NIT], with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if CMRL or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this [.] day of [.] at [.]

Witness:

1. _____

Signature

Name and address

2

Signature

Name and address

Signature

Name:

Designation with bank stamp:

For:

Attorney as per power of attorney no

[Insert name of the bank]

Banker's stamp and full address:

Dated this day of20

Note: Stamp Paper should be in the name of executive bank

4.7 Technical Specifications of Project

(The Format should be on the Letter Head of the Bidding Company / Lead Member of the Bidding Consortium / Sole Proprietorship/Individual)

Date:

From :

(Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium/ Proprietor/Individual)

Tel:

Fax:

E-mail address:

To,

[Address of CMRL]

Dear Sir,

Sub: Bid for Supply of <90/72 million units> of Group Captive Renewable power to Chennai Metro Rail Limited for long term through tariff based competitive bidding process in response to RfP CMRL/MEP/Power Procurement through Open Access/01/2019-20 dated 09/11/2019

The technical details of our proposed power project is as follows:

S No.	Parameters	Details
1	Financial Bid for technology	Solar PV/ Wind/ Hybrid
2	Supply of power	Under 25 years of PPA with CMRL
3	Project capacity in MW	MW
4	Considering Capacity Utilization Factor	_____ %
5	Location of Plant (indicate District & village)	
6	Delivery Point	
7	Estimated Commercial Date of Operation	

Dated the ____ day of _____, 2019

Thanking you,

_____(Authorised signatory)

4.8 Disclosure Statement Format

4.9 Performance Bank Guarantee Format

Managing director,

Chennai Metro Rail Limited

1. In consideration of the “Chennai Metro Rail Limited (CMRL)” having agreed to accept from _____ (hereinafter called “the said Licensee/s with address), under the terms and conditions of an Agreement/Acceptance letter dated _____ made between _____ and _____ (hereinafter called “the said License Agreement”) the Performance Guarantee for the due fulfillment by the Licensee/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _____ (Rs. _____ only) we, _____ (indicate the name of the Bank hereinafter referred to as “the Bank”) at the request of _____ Licensee/s do hereby undertake to pay the CMRL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the CMRL by reason of any breach by the said Licensee (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name and address of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CMRL stating that the amount claimed is by way of loss or damage caused to or suffered by the CMRL by reason of breach by the said Licensee/s of any of the terms or conditions contained in the said agreement or by reason of the Licensee/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to CMRL under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the CMRL any money so demanded notwithstanding any dispute or disputes raised by the Licensee(s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute any unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Licensee (s)/suppliers (s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Operations & Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the CMRL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ office/Department CMRL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Licensee (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date of completion of contract period) we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name and address of the Bank) further agree with the CMRL that the CMRL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Licensee (s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the CMRL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Licensee/s or for any forbearance act or omission on the part of the CMRL or indulgence by the CMRL to the said Licensee(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Licensee(s) Supplier(s).

7. We, _____ (indicate the name and address of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the CMRL in writing.

Date this _____ day of _____ 201__.

For _____

(The name of Bank)

Seal of the Bank

Witness 1: Name and address

Witness 2: Name and address

4.10 List of Banks

All scheduled Commercial banks based in India and having branch in India

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank

8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Bank of Baroda	

4.11 Sources of Generation

A1: Annexure: Instructions for Online Bid Submission

- a) CPP Portal: The procurements of goods and services of CMRL will be done through e-procurement. This is implemented to ensure free & fair vendor participation, and to ensure greater transparency in procurement.
- b) Eligibility to Participate in Tender:
- i. Tenders are open to all bidders. In order to submit the bid, the bidders have to get themselves registered on-line on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) with valid class II/III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.
 - ii. The on-line registration of the bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “Individual” category and if the bidder is a proprietorship firm/Joint Venture/Company/Consortium then registration should be under “Corporate” category.
 - iii. The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or authorized person.
- c) Enrolment:
- To participate in e-procurement all vendors must enroll themselves with the CPP portal. The procedure mentioned below is to be followed:
- i. Go to “<http://eprocure.gov.in/eprocure/app>” website
 - ii. Click on “Click here to enroll”. It will take you to ‘online enrolment’ screen.
 - iii. Against User Type, select either ‘individual’ or ‘corporate’.
 - iv. Specify your login ID, indicated in the application while applying for DSC.
 - v. Create your own password. Before creating, refer to ‘Password Policy’ that appears on the right side of the screen. Password should be in accordance with that policy.
 - vi. Confirm the password once again.
 - vii. Click on “Next”.
 - viii. You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind to fill all mandatory fields which are marked with an asterisk (*).
 - ix. After entering the fields, Click on “Submit”.
 - x. You will get a message that Login ID registered successfully, that completes your entry.

- d) The bidder shall submit the bids on line in the system available at the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) .The bidder has to agree to the on-line user portal agreement. Then only the system will permit the bidder to proceed further in the system.
- e) The bidder shall fill all mandatory fields indicated by an asterisk (*). All documents indicated to be submitted in ‘cover details’ are to be enclosed without fail. These documents are to be uploaded only in .doc or .pdf or .jpg or .rar formats.

A2: Annexure: Annual Power Consumption Pattern of CMRL

a) Annual Power Consumption

Month	Consumption (Million Units)
January	9.34
February	8.44
March	9.34
April	9.04
May	9.34
June	9.04
July	9.34
August	9.34
September	9.04
October	9.34
November	9.04
December	9.34
Total	110

b) Daily consumption pattern of CMRL as per the current banking norms in Tamil Nadu

Zone	Zone A	Zone B	Zone C	Zone D
Time	6 am- 9 am	6 pm- 9 pm	10 pm- 5 am	5 am- 6 am, 9 am- 6 pm, 9 pm- 10 pm
Power consumption	9%	17%	21%	53%

A3: Annexure: Technical parameters for Solar PV Projects

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

2. PV MODULE QUALIFICATION

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

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61215-1-3 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-3: Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
IEC 61215-1-4 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-4: Special requirements for testing of thin-film Cu(In,Ga)(S,Se) based photovoltaic (PV) modules
IEC 62108 Ed. 2.0	Concentrator photovoltaic (CPV) modules and assemblies - Design qualification and type approval
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 61701 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Applicable for coastal and marine environment)
IEC 62716 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (Applicable for wet atmospheres having high concentration of dissolved ammonia)
IEC TS 62804-1 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

3. POWER CONDITIONERS/ INVERTERS

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

Standard	Description
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IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2/ IEEE 1547:2003 with 2014 Amendment 1/UL 1741	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
LVRT Compliance	As per the latest CERC Guidelines / Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards:

Sl. No.	Product	Indian Standard Number	Title of Indian Standard
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval
2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part 1) IS/IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety

			Qualification Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5.	Utility – Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility-Interconnected Photovoltaic Inverters
6.	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test

4. CABLES AND CONNECTORS

All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

5. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

6. AUTHORIZED TEST CENTRES

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

7. WARRANTY

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

8. IDENTIFICATION AND TRACEABILITY

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

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

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

A4: Annexure: Technical parameters for Wing Energy Generators

1. TYPES AND RATINGS OF WEGs:

The WEGs shall be:

- i. Of rating in the range of 1500 kW and above
- ii. Upwind type
- iii. Three blade type
- iv. Horizontal axis with active yawing
- v. Power Regulation (Pitch / Active Pitch)
- vi. Grid compatible type
- vii. Variable speed
- viii. Of having survival wind speed capable to withstand cyclonic effect in the offered area.
- ix. Generator having insulation class better or better.
- x. DFIG or Permanent Magnet type or Synchronous generator

2. GRID CONDITIONS:

The WEGs shall be capable of operating under the following grid conditions:

Frequency:	50 Hz, + 2 and (-) 2.5 Hz (as Per prevalent latest Indian Electricity grid code or Amendments thereto as on bid submission due date/Latest CEA Regulations/ SLDC)
Voltage :	± 10%
Maximum asymmetric voltage :	2% (Phase to ground) for 60 sec.
Maximum asymmetric current :	± 10% of nominal current

The WEGs shall have adequate protection and control to operate in parallel and synchronized manner with State grid. WEGs shall have the capability of Total harmonic distortion and Fault ride through capability as per latest GRID CODE. The tolerance limits indicated may, however, be exceeded in actual conditions and the WEGs shall be protected from damages against such exceeding of limits. Offered WEG shall comply with prevalent Indian Electricity Grid Code norms as applicable , in force at the time of Bid submission due date.

3. DESIGN CRITERIA:

The WEGs shall be designed to have a life of not less than 20 (Twenty) years for continuous operation. Bidder shall indicate the list of components whose life may be less than 25 (Twenty Five) years, indicating approximate actual life of such items. The WEGs should be suitably designed to perform satisfactorily in Indian climatic conditions with particular reference to offered site(s). The WEGs shall be designed to accept Indian make sub-components and consumables such as contactors, thyristors, fuses, lubricants etc. All material, components, subassemblies and equipments should be absolutely proven & brand new. The blades should be designed based on standard specifications such as IEC 61400-1 which may be indicated by number, date of issue, authority of issue.

Bidder has also taken care of different arrangements for entire wind farm area which are as below:

- Aviation obstruction lights
- Lighting arrangements
- Fire protection
- Tele-metering arrangements

4. START UP:

The WEG must be equipped with a soft start arrangement for limiting the starting current and avoiding peak loads on the grid and excess voltage drop across the generators. The maximum inrush/starting current shall not exceed 1.5 times full load current of the generator.

5. GENERATOR:

The generator shall be of three phase asynchronous / synchronous type/Doubly Fed Induction Generator and compatible for 50 Hz grid connection. The generator shall be designed for tropical environment and in accordance with relevant international standards, which should be stated in the offer in adequate detail.

The rated output and voltage shall match the varying availability of wind on the one hand and all possible grid conditions on the other. The insulation class should be H or better

The power electronics offered along with WEG shall be suitable for Indian grid conditions.

6. BRAKING SYSTEM:

Each WEG shall have Aerodynamic and Hydraulic braking system for protection of WEG.

7. TOWER:

Offered WEG tower is either Tubular tower (steel or pre-stressed concrete) or Hybrid Tower. The tower must have lift and suitable landing platforms. Safety arrangements e.g. rope, belts etc. should be provided. Protective paint/corrosion protection system should be applied on each Tubular tower section in line with ISO 12944. In case of Lattice section, each section shall be galvanized in line with ISO 1461.

8. SWITCH BOARD:

For each WEG a switchboard shall be installed which must include all power distribution for the WEG protection systems, soft start, capacitor control etc. The general data for the switchboard are as follows:

Frequency:	50 Hz + 2 Hz (-) 2.5 Hz (as per grid code/latest CEA regulation/SLDC)
Voltage:	±10%
Degree of protection:	
1. In door air-conditioned areas:	IP22
2. In door non air-conditioned areas:	
a. Ventilated enclosure:	IP42
b. Non Ventilated:	IP54
3. Outdoor:	IP55

9. ERECTION, TESTING AND COMMISSIONING:

The bidder shall carry out micrositing, erection, start-up and commissioning work. The bidder shall be responsible for bringing to site and deployment of all the required tools, cranes and other equipments/instruments required for this purpose.

10. OPERATION AND MAINTENANCE CHECKS:

The successful bidder shall carry out O&M checks at regular intervals as per OEM recommendations and agreed preventive maintenance schedule.

A5: Annexure: Reverse Bidding Guidelines

After opening of Financial bids and short-listing of bidders based on Step III of the evaluation criteria, CMRL shall conduct the Reverse Auction. Reverse Auction shall be conducted as per methodology specified in Clause 3.1.4 and other provisions of Reverse Auction in RfP document and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. For access to the Reverse Auction site, the following URL is to be used:
<http://eprocure.gov.in/eprocure/app>
2. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
3. Business rules for Reverse Auction like event date, time, bid decrement, etc. shall be as per the business rules, enumerated in the RfP document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfP document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in this Annexure.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant CMRL guidelines, shall be initiated by CMRL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of CMRL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute posting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of CMRL, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the CMRL contact personnel indicated in the RfP document.
 - e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between Successful Bidder and CMRL.
 - f) LOI shall be placed outside the bidding portal & further processing of the LOI shall also be outside the system.

- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons **Joint General Manager MEP – UG, CMRL**.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) CMRL will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
- k) No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Clause 3.1.4 and other provisions of Reverse Auction in RfP document and their subsequent Addenda/ Amendments/ Clarifications. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sr. No.	Parameter	Value
1	Date and time of Reverse Auction bidding	To be intimated by CMRL to eligible bidders later
2	Duration of Reverse Auction Bidding	30 minutes
3	Entry Start Price	First Round Tariff quoted by respective bidder

Online Reverse Auction shall be conducted by CMRL on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, auction rules etc.

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

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

Other terms and conditions shall be as per the RfP document and other correspondences, if any, till date.