



## **REQUEST FOR SELECTION (RFS)**

**FOR PROCUREMENT OF 50 MW<sub>AC</sub> SOLAR POWER FROM GRID CONNECTED GROUND MOUNTED SOLAR PV PROJECTS TO BE DEVELOPED THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) IN THE STATE OF ASSAM**

# **VOLUME – I**

**Request for Proposal (RFS)**

**RFS No.:** APDCL/CGM (NRE)/NRE-93/2022-23/1 **Date:** 14/11/2022



## **ISSUED BY:**

**OFFICE OF THE CHIEF GENERAL MANAGER (NRE)  
ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)  
BIJULEE BHAWAN (ANNEX BUILDING),  
PALTANBAZAR, GUWAHATI-1**

**E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)**



**BIDDING DOCUMENT  
Contents**

The Bidding Document comprise of the following Volumes, as mentioned below:

<b>Volume I</b>	<b>Request For Selection (RFS)</b>
<b>Volume II</b>	<b>Power Purchase Agreement (PPA)</b>



### **DISCLAIMER**

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **ten (10) days from the date of notification of RfS/ Issue of the RfS documents**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Assam Power Distribution Company Limited (APDCL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS has been prepared in good faith, neither APDCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

**Place: Guwahati**

**Date: .....**



### BID INFORMATION SHEET

The Bid Information Sheet is provided below:

Particulars	Description
Document Description	RFS Document for procurement of 50 MW <sub>AC</sub> Power from Grid Connected Ground Mounted Solar PV Projects to be developed on "Build-Own-Operate" through tariff based competitive bidding process (followed by e-reverse auction) in the State of Assam
RFS No. and Date	APDCL/CGM (NRE)/NRE-93/2022-23/1 Date: 14/11/2022
Brief Scope	The Power Producing Companies/ Solar Developers shall be responsible for development of Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in the state of Assam on "Build-Own-Operate" basis only for the procurement of solar power by APDCL for a period of 25 years.
Ceiling Tariff	Rs. 4.40 per Unit or INR 440 paisa /unit
Downloading of Bidding Document	The Bidding Document can be downloaded online only through <a href="https://www.assamtenders.gov.in">https://www.assamtenders.gov.in</a> website of Government of India
Date of Publication	15.11.2022
Bid Document (RfS & PPA) Download Start Date & Time	15/11/2022 at 16:00 Hrs.
Last date of receipt of pre-bid queries from the Bidders	22.11.2022 at 17:00 Hrs.
Date & Time of Pre-Bid meeting & Venue of Pre-Bid Meeting	24.11.2022 at 12:00 Hrs. <b>Venue of Pre –Bid Meeting:</b> Conference Hall 2 <sup>nd</sup> Floor, Annex Building, O/o the CGM (NRE), Assam Power Distribution Company Limited Bijulee Bhawan, Paltanbazar, Guwahati -01
Last date & Time for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFS	07.12.2022 at 13:00 Hrs.
Last date & Time for hard copy submission of "Techno-Commercial Bid" as per RFS	07.12.2022 at 16:00 Hrs
Online Bid Opening (Techno-Commercial)	09.12.2022 at 12:00 Hrs.
Price Bid Opening	Shall be intimated to the techno – commercially qualified bidders
E-Reverse Auction	Shall be intimated to the qualified bidders
Cost of RFS (Non-refundable applicable for the Bidder)	Amount: INR 29500.00 (25000/ +18% GST) (Indian Rupees Twenty Nine Thousand Five Hundred Only) to be submitted by the Bidder in Online while submission of tender in <a href="https://www.assamtenders.gov.in">https://www.assamtenders.gov.in</a>
Bid Security (EMD) applicable for the Bidder	Amount: INR 8,95,000.00 (Indian Rupees Eight Lakh Ninety Five Thousand only) per MW. <b>BG Validity: 180 days</b> from the date original Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFS. <b>Expiry period:</b> One Hundred and fifty (150) days from the date original Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFS and to be submitted by the Bidder in the form of Bank Guarantee along with the response to RFS in favour of "Chief General Manager (NRE), Assam Power Distribution Company Limited" payable at "Guwahati". <b>Claim period:</b> Thirty (30) days from the end date of Expiry period
Performance Security / Contract Performance Guarantee to be submitted by successful bidders	Amount: INR 22,37,000.00 (Indian Rupees Twenty Two Lakh Thirty Seven Thousand only) per MW in favor "Chief General Manager (NRE), Assam Power Distribution Company Limited" payable at "Guwahati"
Address for submission of Techno-Commercial Bid	<b>CHIEF GENERAL MANAGER (NRE)</b> <b>ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)</b> <b>BIJULEE BHAWAN (ANNEX BUILDING), PALTANBAZAR,</b> <b>GUWAHATI – 01</b>



	<b>Email:</b> <a href="mailto:gmnre.apdcl@gmail.com">gmnre.apdcl@gmail.com</a>
<b>Details of persons to be contacted in case of any assistance required</b>	<ol style="list-style-type: none"><li>1. Shri S. Bora CGM (NRE), APDCL (M. No: 6003074776)</li><li>2. Sri Kuldip Sharma AGM (NRE), APDCL (M. No: 8473919735)</li><li>3. Sri Jitu Moni Das Consultant (NRE), APDCL (M. No: 8135078531)</li><li>4. Help desk numbers of Assam State Procurement Cell 1800 2121 18866(Ext. 2), 0361- 234 7144, 234 7188</li></ol>

**Important note:**

1. Prospective Bidders are requested to remain updated for any or all notices, amendments, corrigendum, clarifications etc. to the Bidding Document published through the websites <https://www.assamtenders.gov.in>. No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidders and in no case APDCL shall be held responsible for any loss of information to the Bidders.
2. Intimation regarding notification on the above shall be updated on [www.apdcl.org](http://www.apdcl.org) and the details shall be only available from <https://www.assamtenders.gov.in>.

**Chief General Manager (NRE)**  
APDCL, Bijulee Bhawan (Annex Building),  
Paltanbazar, Guwahati-1

**Memo No.:** APDCL/CGM (NRE)/NRE-93/2022-23/1(a)      Date: 14/11/2022

Copy to:-

1. **P.S to the Managing Director**, APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-1, for kind appraisal of the Managing Director.
2. Office Notice Board.

**Chief General Manager (NRE)**  
APDCL, Bijulee Bhawan (Annex Building),  
Paltanbazar, Guwahati-1



## DEFINITION

In this RFS, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below:

<b>"Act" or "Electricity Act, 2003</b>	Mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time
<b>Addendum or Addenda</b>	Means addendum or addenda to the Bidding Document including RFS and PPA etc.;
<b>Affiliate</b>	"Affiliate" shall mean a Company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least twenty six percent (26%) of the voting rights of the other Company;
<b>Associate</b>	Means, in relation to a Bidder, or a Member of a Consortium, a Person who Controls, or is Controlled by, or is under the common Control of such Bidder or Member of a the Bidder or the Consortium;
<b>APDCL</b>	Means Assam Power Distribution Company Limited;
<b>AERC</b>	Means the Assam Electricity Regulatory Commission;
<b>AEGCL</b>	Means Assam Electricity Grid Corporation Limited;
<b>Bid Process</b>	Means the single stage two envelope bidding process, followed by the E-Reverse Auction process, adopted by APDCL for the award of the Project(s) to the Successful Bidder, the terms of which are set out in this RFS;
<b>Bidder</b>	Means a Company or a Consortium of Companies, which submits a Bid to APDCL in accordance with the provisions of this RFS.
<b>Bidding Document</b>	Means this RFS, PPA or any Addendum/ Addenda/ Clarifications issued to the Bidders, as relevant, and any other documents provided by APDCL;
<b>Bids</b>	Means the Proposal submitted by Bidders for the award of the Project(s), comprising of online submissions and offline submissions in accordance with relevant Clause of the RFS, and a set of PPA Tariff quoted at the closure of E-Reverse Auction process stage;
<b>Calendar of Events</b>	Means the calendar of events as provided in the RFS;
<b>Calendar Year</b>	Means a year commencing on the 1 <sup>st</sup> January and ending on 31 <sup>st</sup> December;
<b>Capacity Utilization Factor</b>	Means the annual capacity utilization factor has the meaning ascribed to it in Clause 1.4.1 in this RFS;
<b>Ceiling limit for Quoted Tariff</b>	The ceiling limit for Quoted Tariff is fixed at INR 4.40 (Indian Rupees Four and forty paise only) per kWh or INR 440 paise per kWh;
<b>Commissioning</b>	Has the meaning ascribed to it in Clause 1.3.1 in the RFS;
<b>Company</b>	Means a body corporate incorporated in: (a) India under the Companies Act, 1956 or the Companies Act, 2013, as applicable; or (b) any other country, in accordance with the equivalent applicable laws of such country for incorporation of companies;
<b>Consortium</b>	Means any combination of Companies that have formed a consortium by fulfilling the requirements set out in this RFS, including executing a JBA, for the purpose of submitting a Bid and developing the Projects, in case such consortium is declared as the Successful Bidder. The maximum number of Companies for forming a Consortium is limited to three (3) only, to be termed as Lead Member, Other Member No. 1 and Other Member No. 2. All the Companies are jointly and severally responsible for the submission of Bid and thereafter;
<b>Control</b>	With respect to any Person means the ownership, directly or indirectly, of more than fifty one percent (51%) of the voting shares of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;
<b>Contract Capacity</b>	Shall mean the AC capacity in MW contracted with APDCL for supply by the SPD to APDCL at the Delivery Point from the Solar Power Project;
<b>COD</b>	COD with respect to the Project / unit shall mean the date on which the project / unit is commissioned (certified by RLDC/SLDC/DISCOM) and



	available for commercial operation and such date as specified in a written notice given at least 10 days in advance by the power producer to APDCL
<b>Delay Liquidated Damages</b>	Has the meaning ascribed to it in Clause 1.3.4 in the RFS;
<b>Eligible Bidder</b>	Means a Bidder who is determined to be eligible to participate in the E-Reverse Auction process on the basis of its Proposal;
<b>E-Reverse Auction</b>	Means the e-reverse auction to be conducted to determine the Successful Bidders;
<b>Financial Capacity</b>	Has the meaning ascribed to it in Clause 17.1.2 in the RFS;
<b>Financial Year</b>	Means a year commencing on 1 <sup>st</sup> April of any Calendar Year and ending on 31 <sup>st</sup> March of the following Calendar Year;
<b>First Contract Year</b>	Means the period commencing from the date of Project COD until the end of the Month in which the Project completes twelve (12) Months, in accordance with the terms of the PPA;
<b>GoA</b>	Means the Government of Assam;
<b>Gol</b>	Means the Government of India;
<b>Group Business Entity</b>	For the purpose of this RFS, a Group Business Entity shall mean; (a) A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or (b) A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.
<b>Delivery Point or delivery point</b>	Shall have the meaning ascribed to in the PPA;
<b>JBA</b>	Means a binding joint bidding agreement to be entered into by the Members of a Consortium including Lead Member, <u>Other Member No. 1</u> and <u>Other Member No.2</u> , substantially in the form set out in the RFS;
<b>Last Contract Year</b>	Means the period commencing from the 24 <sup>th</sup> year from the date of Project COD until the end of the Month in which the Project completes twelve (12) Months also marked as the end of PPA Term, in accordance with the terms of the PPA;
<b>Lead Member</b>	In the context of a Consortium, means the Member who commits to hold at least twenty six (26%) of the Paid-up Share Capital in the SPV and is authorized by the other Members of the Consortium, to act as the Lead Member with the rights and obligations set out in this RFS;
<b>LOA</b>	Means a letter of award that shall be issued by APDCL to the Successful Bidder in accordance with the terms of this RFS;
<b>Member</b>	Means a member of a Consortium;
<b>Maximum CUF</b>	Has the meaning ascribed to it in Clause 1.4 in the RFS;
<b>Minimum CUF</b>	Has the meaning ascribed to it in Clause 1.4 in the RFS;
<b>Month</b>	Means a calendar month as per the Gregorian calendar;
<b>Net Worth</b>	Has the meaning ascribed to it in Clause 17.1.2 in the RFS;
<b>Paid-up Share Capital</b>	Includes <ul style="list-style-type: none"><li>Fully, compulsorily and mandatorily convertible Preference shares</li><li>Fully, compulsorily and mandatorily convertible Debentures;</li></ul>
<b>Paisa</b>	Means one-hundredth of INR;
<b>Parent</b>	Means a Company, which holds not less fifty one percent (51%) equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
<b>Part Commissioning</b>	Has the meaning ascribed to it in Clause 1.3.2 in the RFS;
<b>Person</b>	Means any corporation, company, association, joint stock company, trust, organization, joint venture or other legally recognized entity of whatever nature;
<b>PPA</b>	Means the power purchase agreement(s) to be executed by the Successful Bidder with APDCL;
<b>PPA Term</b>	PPA Term Means the twenty five (25) years period starting from Effective Date (as defined in the Draft PPA) till the expiry of the PPA Term;
<b>Price Bid</b>	Has the meaning ascribed to it in Clause 15.1.2 in the RFS;
<b>PPA Tariff</b>	PPA Tariff is the final tariff discovered after the completion of E-Reverse Auction process
<b>Project COD</b>	Means the actual COD for the Project(s);
<b>Project(s)</b>	Has the meaning ascribed to it in Clause 1.2.2 of the RFS;
<b>Proposal</b>	Means collectively the Techno-Commercial Bid and the Price Bid, to be



	submitted by the Bidders in accordance with this RFS;
<b>Procurer</b>	Mean Assam Power Distribution Company Limited (APDCL), Guwahati – a Company incorporated in India and registered under the Companies Act, 1956
<b>Qualified Bidders</b>	Means the Bidder whose Techno-Commercial Bid and Price Bid are responsive;
<b>Quoted Tariff</b>	Means the tariff quoted by the Bidder in the Price Bid
<b>Seller</b>	Mean the Successful Bidder/or the Project Company, as the case may be who submit the Performance Bank Guarantee and executes the PPA and other RFS Documents with APDCL and who shall be responsible for supplying power to the Procurer at the Delivery Point for the term of the PPA as per the terms and conditions specified therein
<b>Solar Power Developer</b>	Means Solar Power Developer and shall have the meaning ascribed to it in Clause 1.1.3 of the RFS, and for the purposes of executing the Project Agreements.
<b>SBI PLR</b>	Means State Bank of India Prime Lending Rate;
<b>Scheduled Bank</b>	Means a bank listed under the second schedule of the Reserve Bank of India Act, 1934;
<b>Scheduled COD</b>	Has the meaning ascribed to it in Clause 1.3.1 in the RFS;
<b>Scheduled Commissioning Period</b>	Has the meaning ascribed to it in Clause 1.3.1 in the RFS;
<b>SPV</b>	Means a special purpose vehicle to be incorporated by the Successful Bidder under the (Indian) Companies Act, 2013;
<b>Technical Capacity</b>	Has the meaning ascribed to it in Clause 17.1.1 in the RFS;
<b>Techno-Commercial Bid</b>	Has the meaning ascribed to it in Clause 15.1.1 in the RFS;
<b>Ultimate Parent</b>	Means a Company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates;





## SECTION I: INTRODUCTION

### 1. BACKGROUND

#### 1.1. Introduction

- 1.1.1. Assam Power Distribution Company Limited, hereinafter referred to as APDCL, hereby invites interested Bidders to participate in the online bidding process for procurement of power from Grid Connected Solar PV Power Projects through Tariff Based Competitive Bidding Process for total **50 MW<sub>AC</sub>** capacity in the State of Assam on “Build-Own-Operate” basis. The Bidders shall be selected through an open competitive bidding process in accordance with the procedure set out in this RFS. The responsibility of the Successful Bidder(s) shall have to supply power to the Procurer(s) as per the terms and conditions of the RFS Documents.
- 1.1.2 PPA will be signed between Procurer and Successful Bidder(s). The Procurer shall pay to the Seller the Quoted fixed tariff which has been arrived from single fixed tariff quoted by the successful bidder in the price bid followed by e-reverse auction, as per the terms and conditions of the PPA. The tariff shall be payable by the Procurer in the Indian Rupees.
- 1.1.3 The Solar Power Developer (hereinafter referred to as “SPD”) shall be responsible for design, financing, ‘acquisition’ or ‘leasing’ of land, detailed engineering, procurement, construction, erection, testing, synchronizing, commissioning, operating and maintaining the Project (s) in accordance with the provisions of the Draft PPA to be entered into between the SPD and APDCL, which shall be further vetted by Assam Electricity Regulatory Commission (“AERC”) to obtain the concurrence on Draft PPA.
- 1.1.3 All correspondence, clarification in respect of the RFS and submission of the Bid shall be addressed to:  
**The Chief General Manager, (NRE)**  
**Assam Power Distribution Company Limited**  
**Bijulee Bhawan (Annex Building)**  
**Paltanbazar, Guwahati – 01**  
**Email: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)**

#### 1.2. Project Capacity and capable tariff

- 1.2.1. Selection of Successful bidder (s) for procurement of Solar Power from Grid Connected Solar PV Power Projects for aggregate capacity up to **50 MW<sub>AC</sub>** shall be done through Tariff based Competitive Bidding Process. The SPD (s) are free to install Solar PV Power Projects anywhere within the geographical boundary in the State of Assam.
- 1.2.2. The capacity of each Solar Power Project shall be minimum **5 MW**. Any Bidder can apply for minimum **5 MW** and the maximum capacity for the project shall be **50 MW** (hereinafter referred to individually as the “**Project**” implemented in one location and collectively referred as the “**Projects**” implemented in multiple locations). The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW. The said MW capacity should mean the **AC capacity rating at the delivery point** i.e. at the grid sub-station/of the interconnectivity point of 33 kV feeder where the Project would be connected to, and accordingly the bidder can choose the DC rating of his solar field to meet the AC rating at the delivery point. The Projects shall be developed by the Bidder in compliance to the applicable law, policy, regulation and prudent utility practices prevailing in the state of Assam and the Bidder shall be solely responsible for understanding the above. In no case, APDCL or Govt. of Assam shall be responsible for any misinterpretation by the Bidder to understand the applicable law, policy, regulation and prudent utility practices prevailing in the state of Assam. The Bidder shall follow the scope, roles and responsibilities mentioned in the Bidding Documents including but not limited to RFS, PPA. The Bidder shall be responsible for payment of all the statutory charges and applicable charges as per the applicable law and prudent utility practices prevailing in the state of Assam
- 1.2.3. Bidders are allowed to submit their Bid for 1(one) or more Project (s) up to a maximum capacity of the Project (s) limited to **50 MW<sub>AC</sub>** subject to fulfillment of the eligibility criteria stipulated in this RFS.
- 1.2.4. It is pertinent to mention that the maximum capacity to be allotted to any Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either



bidding as Single Bidder or as a Consortium shall not exceed the aggregate maximum capacity of **50 MW<sub>AC</sub>**.

- 1.2.5. The Bidder can participate either as a Single Bidder or a Consortium. The Bidder as a Single Bidder or Consortium including their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity shall be allowed to submit only one (1) Bid.
- 1.2.6. The Bidder can quote the Initial Quoted Tariff in the Price Bid and subsequently quote Effective Tariff during e-Reverse Auction Process for all the Project(s) capacities not exceeding its eligible capacity in aggregate, determined as per the Bidder meeting the Technical Criteria and Financial Capacity mentioned in this RFS. In case the Bidder quotes more than its eligibility capacity, the Bid submitted by the Bidder shall be summarily rejected.
- 1.2.7. In the Price Bid, the bidder shall quote the “Initial Quoted Tariff” and further PPA tariff on completion of the E- Reverse Auction process. It is pertinent to mention that the PPA tariff discovered during the E-Reverse Auction process shall be applicable during the PPA Term. The Initial Quoted Tariff cannot be more than the tariff of **INR 440 paisa (Indian Rupees Four hundred Forty paisa) per kWh**. The Bidders are free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties etc. as available for such Projects. The same shall not have any bearing on comparison of Bids for selection of Successful Bidders. As equal opportunity is being provided to all the Bidders at the time of bidding itself, it is up to the bidders to avail various tax, duties and other benefits. No claim shall arise on APDCL or GoA for any liability, in case the Bidders are not able to avail fiscal incentives, tax, duties and other benefits and this shall not have any bearing on the Quoted Tariff or PPA Tariff.
- 1.2.8. If the Project is transferred or sold to a third party during the PPA Term, after initial lock-in period of expiry of First Contract Year), APDCL shall retain full rights to operationalize the PPA with the third party, and the third party shall be under full obligation to honor all the obligations and terms and conditions of the PPA.

### **1.3. Commissioning, Part Commissioning and Delay in Commissioning of the Projects**

#### **1.3.1. Commissioning**

The Successful Bidders shall be required to sign PPAs with APDCL which shall form the part of the Project Agreements.

The Projects shall be Commissioned within a **maximum period of 18 (eighteen) Months** (“Scheduled Commissioning Period”) from Date of Execution of PPA (as defined in the Draft PPA), which is termed as the “Scheduled COD”.

Delay in Project Commissioning, beyond the date of Scheduled COD shall involve imposition of Delay Liquidated Damages on the Solar Power Developer, as detailed out in PPA. The Solar Power Developer shall be permitted to achieve the Project COD, even prior to the Scheduled COD; **in such cases, APDCL shall purchase the generated energy at PPA Tariff only.**

#### **1.3.2. Part Commissioning**

A Solar Power Developer can be allowed to achieve Part Commissioning of a Project awarded to it by commissioning a **threshold capacity of 25 MW** and can achieve further Part Commissioning in **minimum steps of 5 MW** till full Commissioning of the Project is achieved, subject to the acceptance by APDCL. However, the Scheduled COD shall not get altered due to Part Commissioning of the Project. Irrespective of dates of Part Commissioning, the PPA shall remain in force for the PPA Term only. The Solar Power Developer shall be permitted to achieve the Part Commissioning for the Project only prior to the Scheduled COD.

In cases of Part Commissioning, till Project COD, the purchase of such solar energy generation shall be settled by APDCL, as per the provisions mentioned in the PPA.

#### **1.3.3. Early Commissioning**

The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In case of early part – commissioning, till SCD, APDCL may purchase generation till SCD, at 75% (seventy – five percent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCD, APDCL may purchase generation at PPA tariff.



### 1.3.4. Delay in Commissioning

As per draft PPA,

Failure to achieve the Project COD on or before the Scheduled COD by the Bidder shall attract encashment and invocation of Performance Security followed by imposition of Delay Liquidated Damages, as mentioned below

Delay up to one (1) Month from SCOD	Twenty percent (20%) of the Performance Security
Delay of more than one (1)Month and up to two (2) Months from SCOD	Forty percent (40%) of the Performance Security
Delay of more than two (2) Months and up to three (3) Months from SCOD	Forty percent (40%) of the Performance Security

In case the achievement of Project COD is delayed beyond three (3) Months from the date of Scheduled COD; the tariff discovered after reverse auction shall be **reduced at the rate of INR 0.0015 / kWh (0.15 Paisa per unit) per day of delay for the delay in such remaining capacity which is not commissioned subject to a maximum period of 30 days.** The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 22 months from the Date of execution of PPA (as defined in the Draft PPA); in case of further delay in achieving the Project COD beyond twenty (22) Months period from Execution Date (as defined in the Draft PPA) would amount to termination of PPA. **The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower shall be taken for the purpose of calculation of generation loss as well as reduced tariff.**

### 1.4. Capacity Utilization Factor

- 1.4.1. The power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than **16.21% over a year**. They shall maintain generation so as to achieve CUF in the range of  $\pm 10\%$  of their declared value during PPA duration of 25 years from the date of COD (for the proposed projects) or after balance Useful life (Balance Useful Life of the Project shall not be less than one year) of the Solar power project (For already commissioned projects). The lower limit will, however, be relaxable by APDCL to the extent of grid non-availability for evacuation which is beyond the control of the developer. The annual CUF will be calculated every year from 1<sup>st</sup> April of the year to 31<sup>st</sup> March next year
- 1.4.2. In case the Project supplies energy less than the energy corresponding to the **Minimum CUF** in any Contract Year, the Solar Power Developer shall be liable to pay to APDCL ,the compensation as per the relevant provisions mentioned in the PPA
- 1.4.3. In case the Project supplies excess solar energy than the Maximum CUF in any Contract Year, the settlement in energy shall be as per the relevant provisions mentioned in the PPA
- 1.4.4. The Solar Power Developer will be free to re-power their plants from time to time during the PPA Term. However, APDCL shall be obliged to purchase energy only within the range of CUF, specified in the PPA. Any excess generation shall be dealt as specified above in Clause 1.4.3.

### 1.5. Site Identification and Land Acquisition

The Project Land shall be arranged by the SPD anywhere within the geographical boundary in the State of Assam. At the time of submission of bid, the bidder would provide evidence that the required **Land for project development @2 ha/MW is under clear possession of the bidder which the bidder wishes to install the required capacity.** In this regard the Bidder shall be required to furnish the following documentary evidences

- 1.5.1. **Identification of 100% (hundred per cent) land at the time of bid submission.** Within **12 months** of the effective date of the PPA, submission of documents/ Lease Agreement to establish possession/ right to use 100 % (hundred per cent) of the required land in the name of the SPD or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of SPD prior to Scheduled Commissioning Date (SCD).

In case of availability of 100% land at the time of submission of Bid, following documentary evidence has to be submitted by the bidder:



- i) General Declarations and Undertaking (**APPENDIX – X**)
- ii) Memorandum of Undertaking (**APPENDIX – XI**)

1.5.2. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the SPD

1.5.3. Requisite documents from the concerned and competent revenue / registration authority for the acquisition /ownership/vesting of land in the name of SPD and in case private land converted for industrial use.

**1.6. In case of non – availability of land with the bidder at the time of submission of Bid, an undertaking has to be submitted at the time of submission of bid as per format provided in APPENDIX – IX. The documentary evidence pertaining to Site Identification and Land Acquisition will be produced by the successful bidder within 12 (twelve) months of signing of PPA.**

**Note:**

- a. Change in the location of land for setting up the project from one place to other location is not permitted after **12 months** from the signing of PPA or at financial closure, whichever is earlier
- b. The land for setting up the project should be free from all encumbrances
- c. The land should neither have been proposed for other purposes & nor should have been mortgaged

**1.7. Connectivity with the Grid**

1.7.1. The SPD shall be responsible for power evacuation from the Project(s) to the nearest substation/delivery point as mentioned in the Draft PPA. Bidders shall be solely responsible for identification of suitable substation/grid substation and carrying out any evacuation assessment study, at their own cost, with respect to the connectivity of the Project to the grid substation. Also, the physical location of the project shall be within the geographical boundary of the respective District. However, the evacuation of the Project may be made to any nearby substation/grid substation of DISCOM or STU, as the case may be. It is pertinent to mention that the metering shall be done at the inter connection point at the end of the nearest substation/delivery point.

1.7.2. The Project would be designed for interconnection with the Grid in accordance with the prevailing CERC/AERC regulations in this regard. For interconnection with the grid and metering, the bidder shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commission and Central Electricity Authority (CEA).

1.7.3. The responsibility of getting connectivity with the distribution / transmission system owned by the DISCOM/STU will lie with the SPD. The cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the SPD. This transmission lines shall be constructed by the SPD and also applicable supervision charges shall be paid by the SPD. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the SPD and will not be met by the STU/DISCOM.

1.7.4. The selected SPD shall obtain power evacuation approval from DISCOM/STU, as the case may be, after signing of Draft PPA. In this regard, the successful SPD shall be solely responsible for obtaining the power evacuation approval from DISCOM/STU, as the case may be. In no case, APDCL shall not be held responsible for the non-performance of the successful Bidder in obtaining the above mentioned approval from DISCOM/STU, as the case may be.

1.7.5. The DISCOM/STU shall own the distribution / transmission line constructed by the SPD after the Commercial Operation Date (COD) and operation and maintenance shall be the responsibility of the STU/DISCOM.

1.7.6. The Interconnection/Metering Point shall be located at the appropriate voltage of substation of substation of DISCOM/STU and SPD shall bear the cost for construction of interconnection/metering facilities upto the point of connectivity.



1.7.7. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting such as UI charges etc. shall be on the account of SPD

1.7.8. Reactive power charges as per AERC regulations shall be payable by SPD as per provisions of PPA

### **1.8. Project Agreement**

The SPD shall enter into Power Purchase Agreement (PPA) with APDCL. The PPA shall form the part of bidding document.

### **1.9. Power Off – Take**

Power/energy generated from the Project shall be purchased by APDCL, in accordance with the provisions of Power Purchase Agreement(s) during the PPA Term

### **1.10. Technical Specification**

1.10.1. Only commercially established and operational technologies can be used to minimize the technology related risks and to achieve the Scheduled COD of the Projects. All components of the solar 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 which are provided in APPENDIX-IX, as per MNRE guidelines. The Bidders can develop the Projects through tracker or without tracker; however, the same shall not have any bearing on comparison of Bids for selection of Successful Bidders.



## SECTION II BID PROCESS

### PART A. GENERAL

#### 2. DESCRIPTION OF BID PROCESS

2.1.1. In order to select the Successful Bidders, APDCL shall follow a Bid process on the Proposal submitted by the Bidders comprising of Techno-Commercial Bid and Price Bid, followed by the E-Reverse Auction process, as explained below:

##### 2.1.2. Techno – Commercial Bid

Bidders shall submit a Proposal consisting of two (2) envelopes  
(a) The Techno-Commercial Bid as described in Clause 15.1.1; and  
(b) The Price Bid as described in Clause 15.1.2.

The Techno-Commercial Bid shall be opened first and a determination of responsiveness check of the Techno-Commercial Bid shall be made in accordance with Clause 16. The Bidders who meet the Technical Capacity and Financial Capacity as per the RFS and also found responsive in terms of the Techno-Commercial Bids shall be termed as Techno-Commercially qualified Bidders

##### 2.1.3. Price Bid

APDCL shall open the Price Bids of the Techno-Commercially qualified Bidders only and determine their responsiveness in accordance with Clause 18 in order to identify the Eligible Bidders. The Eligible Bidders can participate in the E-Reverse Auction process as per the provisions mentioned in Clause 19.

In the Price Bid, the Bidder shall quote the Initial Quoted Tariff and further the PPA Tariff on completion of the E-Reverse Auction process. It is pertinent to mention that the PPA Tariff discovered during the E-Reverse Auction process shall be applicable during the PPA Term. The Initial Quoted Tariff cannot be more than the tariff of **INR 440 paisa (Indian Rupees Four hundred Fourty paisa only) per kWh for the Project.**

##### 2.1.4. E- Reverse Auction Process

The Eligible Bidders shall participate in the E-Reverse Auction process, in accordance with Clause 19, for determination of the Successful Bidders. The Successful Bidders shall be selected as per the provisions mentioned under Clause 19.

2.1.5. For conducting the e-bidding and E-Reverse Auction, APDCL shall use <https://www.assamtenders.gov.in> e-Bidding portal of Government of India as per the “Terms and Conditions of Reverse Auction or Instructions to Bidders for e-Tendering”. The portal can be accessed at <https://www.assamtenders.gov.in>. Bidders are required to register themselves online with the above portal (if they are not already registered), as ‘Bidder/Supplier/Vendors’, as per the guidelines mentioned in the portal and on payment of requisite charges. Subsequently, the Bidders can download the Bidding Document including RFS, PPA and other documents as published from time to time from <https://www.assamtenders.gov.in> e-Bidding portal of Gol. Additionally, prior to the submission of the Proposal, a Bidder shall make all the requisite payments in order to avoid any last minute hassle, for which the Bidder shall be solely responsible. The Bidders, at their own cost, shall take adequate trainings from <https://www.assamtenders.gov.in> portal of Gol to avoid any last minute hassle while submitting the Proposal. Further, the Bidder shall approach the Help desk numbers of Assam State Procurement Cell to understand the details regarding e procurement process, registration requirements, and other requisite information on submitting the online Proposal.

To use the Electronic Tender portal <https://www.assamtenders.gov.in> for the E-Reverse Auction, vendors/bidders need to register with <https://www.assamtenders.gov.in> e-Bidding portal by duly paying the applicable registration fee(s) as per the terms and conditions of **bidding portal**.

The e-Procurement Cell Assam will also explain the Bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with Reverse Auction.



For any help/guidance, bidder may contact below given contact details

Helpdesk	
Telephone	1800 2121 18866(Ext. 2), 0361- 234 7144, 234 7188
E-mail ID	<a href="mailto:eprourementassam@gmail.com">eprourementassam@gmail.com</a>

### 3. ELIGIBILITY OF A BIDDER

#### 3.1. Nature of Bidding entity

Any Bidder, which is a Company constituted under the Companies Act, 1956 or 2013 in India or as per an equivalent law for the foreign Bidders can submit their Bids. A Bidder can participate either as a Single Bidder or as a Consortium.

- 3.1.1. In case the Successful Bidder is a Single Bidder then it may, at its own discretion, form a new SPV to execute the PPA.

However, in case the Successful Bidder is a Consortium or a foreign Bidder, **then such Successful Bidders shall mandatorily to incorporate a new SPV to execute the PPA.**

- 3.1.2. In the event that the Successful Bidder, which is a Single Bidder, chooses not to incorporate an SPV, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, should continue to hold at least fifty one percent (51%) of the total Paid-up Share Capital with voting rights of the Successful Bidder until the expiry of First Contract Year.

If the Successful Bidder is a Single Bidder and chooses to incorporate an SPV, then the Successful Bidder shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year.

- 3.1.3. If the Successful Bidder is a Consortium, then the all the members of the Consortium together shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV in aggregate and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year. Any change in the shareholding after the expiry of First Contract Year can be undertaken in concurrence with APDCL. In the event the Bidder is in default to its lenders, then the lenders shall be entitled to undertake "Substitution of Promoters" in concurrence with APDCL.

- 3.1.4. If the Successful Bidder is a Consortium, then the Consortium, in addition to incorporating a SPV, comply with the following conditions

- i. The number of members in such Consortium shall **not exceed three (3) at any point** in time during the PPA Term.
- ii. The Proposal submitted by the Lead Member of the Consortium shall contain the required information of all the members of the Consortium.
- iii. The members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a Power of Attorney signed by all the Members of Consortium and shall substantially be in the form set out in APPENDIX-IV. The Lead Member shall have the authority to represent all the members of the Consortium during the Bid process and until the expiry of the First contract Year and thereafter (as applicable). Also, the authorized signatory of all the members of the Consortium shall be supported by Power of Attorney in the form set out in APPENDIX-III.
- iv. The Consortium shall submit a binding and enforceable JBA to APDCL with its Bid, substantially in the form set out at APPENDIX-V. Except as specifically permitted in accordance with the Bidding Document, the members of the Consortium shall not amend, vary or terminate the JBA at any time during the validity period of the Bid and thereafter, until the expiry of First Contract Year, without the prior written consent of APDCL.



- v. All the members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Solar Power Developer's obligations in relation to the Projects.

3.1.5. The Successful Bidder or the shareholders of the Successful Bidder, as the case may be, will be entitled to, with seeking prior consent from APDCL or counterparties to the Project Agreements, dilute its shareholding in the Paid-up Share Capital of the SPV or the Successful Bidder, as the case may be, below the levels stated in Clause 3.1.2 above after the expiry of First Contract Year. Such dilution may be undertaken, if the transferee meets the Technical Capacity and Financial Capacity demonstrated by the Successful Bidder at the time of submission of the Techno-Commercial Bid.

### 3.2. General Conditions of eligibility

3.2.1. A Bidder shall not have a conflict of interest that affects the Bid Process (Conflict of Interest). Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bid Process, if:

- i. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of such Bidder:
  - a) Controls, is Controlled by or is under common Control with any other Bidder or their its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof; or
  - b) has any direct or indirect ownership interest in any other Bidder or Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof, provided that this disqualification shall not apply if the control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013; or
- ii. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is also a constituent of another Bidder; or
- iii. Such Bidder receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity; or
- iv. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has a relationship with another Bidder, or such other Bidder's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or
- v. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has participated as a consultant to APDCL in the preparation of any documents, design or technical specifications of the Projects.

Explanation: If a Bidder is a Consortium, then the term "Bidder" shall include each member of such Consortium; and the term "Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity" shall include Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of each Member of the Consortium

3.2.2. A Bidder shall be liable for disqualification if any legal, regulatory, financial or technical advisor of APDCL in relation to the Projects is engaged by the Bidder in relation to this RFS, the member of the Consortium or any of their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity in the past but the assignment expired or was terminated prior to the date of issue of this RFS.





3.2.3. If, on or before, prior to issuance of LOA:

- i. A Bidder is likely to breach or breaches its undertakings under Clause 3.1.2 or a Member of a Consortium is likely to breach or breaches any of its undertakings under Clause 3.1.3; or
- ii. If any Group Business Entity, whose credentials have been relied on by the Bidder or a Member of the Consortium to demonstrate Technical Capacity and Financial Capacity, ceases or will cease to be a Group Business Entity of the Bidder or such Member until expiry of First Contract Year,

Then the Bidder shall give APDCL notice of such occurrence forthwith along with all relevant particulars of such occurrence. If APDCL is of the view that such occurrence is likely to affect the Technical Capacity and Financial Capacity of the Bidder or the Consortium adversely, then APDCL may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Successful Bidder, withdraw the LOA without APDCL incurring any liability towards the Successful Bidder for such withdrawal or termination.

In case the events set out in Clause 3.2.3 (i) and Clause 3.2.3 (ii) above takes place after issuance of LOA, then the Bidder shall give all the counterparties to the Project Agreements notice of such occurrence forthwith along with all relevant particulars of such occurrence. If all the counterparties to the Project Agreements are of the view that such occurrence is likely to affect ability of the Solar Power Developer to undertake its obligations set out in the Project Agreements, then the counterparties under the Project Agreements shall terminate the Project Agreements, without incurring any liability towards the Solar Power Developer, in accordance with the terms of the Project Agreements.

The decision of APDCL or the counterparties under the Project Agreements for the above shall be final and binding on the Bidder.

- 3.2.4. If any Person or Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has been barred or blacklisted or suspended by any central, state or local government or government instrumentality in India or in any other jurisdiction to which such Person or the Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belongs or in which such Person or the Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Proposal Due Date, then such Person shall not be eligible to submit a Bid, either a Single Bidder or as a member of a Consortium. If any time during the Bid Process, APDCL finds that the Bidder or a Member of a Consortium is so barred or blacklisted or suspended, then APDCL may disqualify the Bidder from participation in the Bid Process.

- 3.2.5. APDCL reserves the right to seek information and evidence from the Bidders regarding their continued eligibility at any time during the Bid Process and each Bidder shall undertake to provide all of the information and evidence requested by APDCL till the expiry of First Contract Year.

#### 4. INFORMATION FOR THE PROJECT

##### 4.1. Information for the Project

APDCL will upload the information, as per the availability, in the <https://www.assamtenders.gov.in> and Bidders can access such information that pertains to or that is relevant to the development of the Projects which shall be added in the portal from time to time. The Bidders are invited to familiarize themselves with all such information made available in the portal and to examine the Project sites in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids. The information provided in the portal will be provided only as a preliminary reference point by way of assistance to the Bidders. Nothing provided in the portal shall be binding on APDCL or confer any right on the Bidders. APDCL shall have no liability whatsoever in relation to or arising out of any or all contents of the information provided in the portal.

- 4.2. It will be assumed that Bidders will have accounted for all relevant factors, including but not limited to technical data, site conditions, climate, weather conditions, availability of power, water and other



utilities for construction, access to the site, handling and storage of materials, applicable laws, prudent utility practices and regulations, while submitting their Bids. Bidders will be deemed to have full knowledge of the respective project site, including their rights, duties and obligations under the Project Agreements.

## **5. Clarification of the Bid Document and Pre-Bid Meeting**

### **5.1. Clarification and Queries**

- 5.1.1. If a Bidder requires any clarification on or has any query in relation to the Bidding Document, it shall submit such query or request for clarification to APDCL through email to [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com) as per the timelines mentioned in the RFS.
- 5.1.2. APDCL shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis at the earliest. However, APDCL reserves the right not to respond to any query or provide any clarification, at its sole discretion.
- 5.1.3. APDCL may, at its own, if deemed necessary, issue clarifications to all the Bidders.
- 5.1.4. APDCL shall respond to the Bidder's queries/clarifications through <https://www.assamtenders.gov.in>. It shall be the Bidders responsibility to regularly visit the <https://www.assamtenders.gov.in> and keep itself updated regarding any Addendum, Corrigendum and Clarification etc. that may be issued by APDCL from time to time.
- 5.1.5. Verbal clarifications and information given by APDCL or any other Person for or on its behalf shall not in any way or manner be binding on APDCL.

### **5.2. Pre – Bid Meeting**

- 5.2.1. All Bidders are invited to attend the Pre-Bid meeting on the date, time and place as mentioned in the RFS. The purpose of the Pre-Bid meeting will be to clarify issues and answer questions on any matter relating to the Bidding Document, the Bid Process and the Projects.
- 5.2.2. All Bidders may nominate up to two (2) authorized representatives to participate in the Pre-Bid meeting, by confirming their participation at least 2 (two) days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com).
- 5.2.3. Notwithstanding Clause 5.1.1 above, during the course of the Pre-Bid meeting, all the Bidders will be free to seek clarifications and make suggestions to APDCL.
- 5.2.4. Non-attendance at the Pre-Bid meeting shall not be a cause for disqualification of any Bidder from participating in the Bid Process.

## **6. AMENDMENT, CORRIGENDUM OF BID DOCUMENTS**

### **6.1. Issuance of Amendment and Corrigendum**

- 6.1.1. APDCL may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, amend the Bidding Document by issuing an Addendum and Corrigendum at any point of time before the Bid Due Date.
- 6.1.2. All Addendum and Corrigendum shall be provided on the <https://www.assamtenders.gov.in>.
- 6.1.3. The Bidders are required to read the Bidding Document along with any Addendum and Corrigendum that may be issued in accordance with this Clause 6.
- 6.1.4. Each Addendum and Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance on the Addendum and Corrigendum.
- 6.1.5. Verbal clarifications and information given by APDCL or any other Person for or on its behalf shall not in any way or manner be binding on APDCL.



**PART B. BID SECURITY**

**7. BID SECURITY**

**7.1.1.** The Bidder shall furnish as part of its Techno-Commercial Bid, a Bid Security (“Bid Security”). The Bid Security shall be for an amount of **INR 8, 95,000/- (Indian Rupee Eight Lakhs Ninety Five Thousand only) per MW.**

Following steps to be followed while submission of Bid Security / EMD amount in <https://www.assamtenders.gov.in> portal

**Step -1:**

 Yes  No'. A red arrow points to the 'Yes' option with the text 'Choose Yes'. Another red arrow points to the 'Next' button with the text 'Proceed with Next'. The footer shows 'Version:1.09.07 09-Oct-2018 (c) 2017 Tenders NIC, All rights reserved.'"/>

**Step -2:**

 Yes  No'. A red arrow points to the 'Yes' option with the text 'Choose This Option'. Below that, there is a selection for exemption type: 'If yes, Provide the exemption type:  Percentage  Fixed'. A red arrow points to the 'Fixed' option with the text 'Choose this Option'. Below this, there is a text input field for 'Percentage/Amount\*' with the value '70,00,000'. A red arrow points to this field with the text 'Write 70,00,000'. Below that, there is a text input field for 'Actual EMD amount in ₹ : 1,20,00,000'. Below this, there is a text input field for 'Upload EMD exemption document:\*' with a file upload icon. A red arrow points to this field with the text 'Copy of the EMD document to be uploaded and proceed with Next button'. The 'Next' button is visible at the bottom right."/>



After following the aforesaid Step 1 & Step 2, Bidder can proceed as usual. **Please note that Bidder needs to upload EMD document again, under EMD Document upload Tab, separately, as usual.**

- 7.1.2.** The Bid Security shall remain valid for a period of one hundred and fifty (150) days (“Expiry Period”) from the date original Due date for online submission of “Techno-Commercial Bid” and “Price Bid” as per RFS with an additional Claim Period of thirty (30) days from the end date of Expiry period (“Claim Period”) or for such extended period as may be mutually agreed between APDCL and the Bidder, and agreed to by the concerned bank of the Bidder.
- 7.1.3.** The Bidder shall provide the Bid Security in the form of a bank guarantee only issued by a scheduled bank or a nationalized bank. The Bid Security shall be issued in favour of "Chief General Manager (NRE), Assam Power Distribution Company Limited", confirmed for payable at Guwahati and in the format set out in APPENDIX-II. In the event that the Bid Security has been issued by a foreign branch of the scheduled bank or nationalized bank, the same should be endorsed by the Indian branch of the scheduled bank or the nationalized bank or the State Bank of India.
- 7.1.4.** If any Techno-Commercial Bid is not accompanied by the Bid Security (Original Bank Guarantees), then such Techno-Commercial Bid shall be rejected by APDCL as shall be termed as non-responsive. Unless forfeited in accordance with Clause 7.1.5 mentioned below, the Bid Security of the unsuccessful Bidders shall be returned by APDCL within thirty (30) days from the date of issuance of the LOA to the Successful Bidders.

**If the Bidder is declared as the Successful Bidder, then the Bid Security of such Successful Bidder shall be returned upon signing the PPA with APDCL and submission of the Performance Security or Performance Bank Guarantee in the form of bank guarantee, in accordance with the timelines and provisions mentioned in the Project Agreement (PPA).**

- 7.1.5.** The Bidder, by submitting its Bid pursuant to this RFS, shall be deemed to have acknowledged and confirmed that APDCL will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the validity period of the Bid as set out in Clause 13, including a failure to extend the validity of the Bid Security as mentioned in Clause 7.4 above.

The Bid Security (EMD) shall be forfeited by APDCL under the following conditions:

- 7.1.6.** If a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in this RFS;
- 7.1.7.** If, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
- 7.1.8.** If the information furnished by the bidder is found to be patently false or amounting to a material misrepresentation at any stage of bid process as in Clause 16 of the RFS.
- 7.1.9.** If a Bidder is selected as the Successful Bidder and it fails within the specified time limit to:
- i. Sign and return, as acknowledgement, the duplicate copy of the LOA
  - ii. Fulfill any other Condition Precedent to the execution of the Project Agreements;
  - iii. Execute the Project Agreement (PPA); and
  - iv. Submit the requisite Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantees
- 8.** In the case of a Consortium, the Lead Member shall furnish the EMD as stipulated in the clause no. 7.1.1, 7.1.2 & 7.1.3 of this RFS, on behalf of the Consortium Members as per the Consortium Agreement.



## PART C. PREPARATION AND SUBMISSION OF BIDS

### 9. NUMBER OF BIDS

- 9.1.1. Bidder as a Single Bidder or as a Consortium including their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is permitted to submit **only one (1) Bid**. A Bidder who submits or participates in more than one (1) Bid shall cause all the Bids with the Bidder's participation to be disqualified.

### 10. COST OF BIDDING & PROCUREMENT OF RFS DOCUMENT

- 10.1. RFS document may be downloaded from the website <https://www.assamtenders.gov.in>. Cost of RFS document is Rs. 25000+18% GST = Rs. 29500.00 (Rs. Twenty nine thousand and five hundred only) inclusive of all taxes to be submitted by the bidder online while submission of tender in <https://www.assamtenders.gov.in>.
- 10.2. Successful Bidders will deposit the regulators fee sought by APDCL at the time of submission of petition for adoption of Tariff to AERC.
- 10.3. The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bid Process. APDCL and its employees and advisors shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

### 11. LANGUAGE OF BID AND CORRESPONDENCE

- 11.1. The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and APDCL shall be in English language only.
- 11.2. Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated literature shall be duly authenticated and notarized for a domestic Bidder. In case of foreign Bidders having submitted documents in any language other than English, then all such documents shall be translated in the English language by an approved translator and shall be consularized in the foreign Bidder's country. Supporting materials that are not translated into English may not be considered by APDCL.

### 12. PROPOSAL DUE DATE

- 12.1. The online submission of the Proposal shall be made on or before the Bid Due Date as mentioned in the RFS as per the requirement mentioned in Clause 15.1.1 and Clause 15.1.2. The hard copy of the Bids which are required to be submitted offline, as specified in Clause 15.1.3, shall be submitted by the Bidder as per the timelines mentioned in the RFS. If any Proposal is received, either offline or online, after the specified time on the Bid Due Date, it shall be rejected and shall not be opened by APDCL. In such cases, all documents submitted by a Bidder in hard copy shall be returned unopened.
- 12.2. APDCL may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the Proposal, extend the Bid Due Date for all Bidders by issuing an Corrigendum, in which case all rights and obligations of APDCL and the Bidders will thereafter be subject to the Bid Due Date as extended.

### 13. VALIDITY OF BIDS

- 13.1. **Each Proposal shall be valid for a period not less than one hundred and eighty (180) days from the original Bid Due Date.**
- 13.2. In exceptional circumstances, prior to the expiration of the Bid validity period, APDCL may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. Bidders who agree to extend the Bid validity period shall also extend the validity of the Bid Security for an equivalent period. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.



#### 14. CURRENCIES OF BIDS

- 14.1. All values with respect to a tariff in the Proposal, including the Bids submitted during the E-Reverse Auction process should be stated in **INR with paisa only**. All other amounts in the Proposal should be stated in Indian Rupees only.

#### 15. KEY SUBMISSION OF BIDS

##### 15.1. Online Bid for submission of Techno-Commercial Bid and Price Bid.

Each Bidder shall mandatorily submit its Bid electronically on the <https://www.assamtenders.gov.in> and shall comprise of the Techno-Commercial Bid and the Price Bid. All documents of the response to RFS submitted online must be digitally signed on <https://www.assamtenders.gov.in>.

##### 15.1.1. Techno – Commercial Bid

The Techno-Commercial Bid shall contain the **scanned copy** of the documents set out below, in a sequential manner:

- i. Letter of Bid, in the form set out in **APPENDIX-I along with ANNEX (I to IX)** and supporting documents to be submitted by the Single Bidder, or the Lead Member of the Consortium providing all required information of all the members of the Consortium;
  - a. **Annex I** (Details of the Bidder) to be furnished in Microsoft excel format only
  - b. **Annex II** (Certificate from the “Statutory Auditor or Chartered Accountant” or Chartered Accountant” in case the experience of the Group Business Entity is used, applicable for Single Bidder only)
  - c. **Annex III** (Statement of legal capacity of the Bidder)
  - d. **Annex IV** (Certificate of anti-collusion)
  - e. **Annex V** (Affidavit for anti-blacklisting)
  - f. **Annex VI** (Declaration of shareholding pattern of the Bidder)
  - g. **Annex VII** (No deviation certificate)
  - h. **Annex VIII** (Declaration by the Bidder for the proposed technology tie-up)
  - i. **Annex IX** (Technical Criteria regarding past experience of the bidder) including LOA/PPA copy and Work Completion Certificate issued by the concerned authority
- ii. Cost of RFS to be submitted online on <https://www.assamtenders.gov.in>
- iii. Bid Security to be submitted by the Single Bidder or the Lead Member of the Consortium, in the form set out in **Appendix II**
- iv. Power of Attorney and Board Resolution to be submitted by the Single Bidder or all the members of the Consortium in favour of their respective authorized signatories, in the form set out in **Appendix III**
- v. Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member, in the form set out in **Appendix IV** (applicable in case of Consortium only);



- vi. Joint Bidding Agreement (JBA) executed by all the members of the Consortium, in the form set out in **Appendix V**(applicable in case of Consortium only);
- vii. Certificate from “Statutory Auditor or Chartered Accountant” or Chartered Accountant” showing the compliance to Financial Capacity, in the form set out in **Appendix VI**, supported by the proof of documents signed on the photocopies by the “Statutory Auditor or Chartered Accountant” or Chartered Accountant” that he/ she has verified the documents. The proof of documents include the following:
  - a. Copy of unconsolidated audited annual accounts for which the Financial Capacity is being claimed along with all associated notes
- viii. Copy of charter documents of the Bidder as a Single Bidder, and in case of a Consortium applicable to all the members of the Consortium, including:
  - a. Certificate of incorporation under Companies Act, 1956 or 2013 for domestic Bidders and equivalent act/ law for foreign Bidders
  - b. Memorandum of Association highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development. In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as successful Bidder.
  - c. Article of Association
  - d. GST Certificate
  - e. PAN card
  - f. Proof for submission for Income tax return for the latest applicable assessment year
- ix. Copy of RFS, draft PPA, Addendums, Clarification and Corrigendum duly signed by authorized signatory along with seal and shall be the part of Clause 15 (Key Submission of Bid)
- x. **Appendix – VII** (Acceptance of PPA Tariff post e-reverse auction)

#### 15.1.2. Price Bid

The Bidder shall submit its Price Bid for the quoted capacity in online only, in the excel sheet format set out and uploaded in the <https://www.assamtenders.gov.in>. The Quoted Tariff shall be expressed in INR paisa per kWh. In no case, the Initial Quoted Tariff quoted by the Bidder can be more than the tariff of INR **440 paisa** (Indian Rupees **Four hundred Forty paisa**) per kWh for the Project. **Please note that, the price bid should not be uploaded in the technical bid submission. If the price bid is submitted as a part of technical bid submission, all the quoted bids will be rejected.**

#### 15.1.3. Offline Bid for submission of hardcopies

- i. The sealed envelope described below shall clearly indicate the name, address and contact details of the Bidder and shall be submitted as per the below mentioned procedure. If the envelopes are not sealed, marked and submitted as instructed, APDCL assumes no responsibility for the misplacement or premature opening of the contents of the Techno-Commercial Bid and consequent losses, if any, suffered by the Bidder.
- ii. The Techno-Commercial Bid shall either be hand delivered or sent by registered post acknowledgement due or courier to the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet. Any such document submitted by fax, email or any means other than those mentioned here shall not be entertained/ considered for evaluation and shall be rejected.



- iii. Please note that if the documents mentioned below, comprising a part of the Techno-Commercial Bid, are submitted to any address other than the above mentioned address, then such documents will not be considered for evaluation.
- iv. Additionally, please note that in the event of any discrepancy between the documents submitted offline under this Clause and the documents submitted on the <https://www.assamtenders.gov.in>, such Bids shall be rejected.
- v. Each Bidder shall, as a part of the Techno-Commercial Bid, also submit original versions of the following documents to APDCL:
  - a. Letter of Bid, in the form set out in **Appendix – I**
  - b. Cost of RFS (Online receipt generated from <https://www.assamtenders.gov.in>)
  - c. **Annex – I** (Details of the bidder) to be furnished in Excel format only
  - d. **Annex – II** (Certificate from the “Statutory Auditor or Chartered Accountant” or Chartered Accountant” in case the experience of the Group Business Entity is used, applicable for Single Bidder only)
  - e. **Annex – III** (Statement of legal capacity of the Bidder)
  - f. **Annex – IV** (Certificate of anti – collusion)
  - g. **Annex – V** (Affidavit for anti – blacklisting)
  - h. **Annex – VI** (Declaration of shareholding pattern of the Bidder)
  - i. **Annex – VII** (No deviation certificate)
  - j. **Annex – VIII** (Declaration by the Bidder for the proposed technology tie-up)
  - k. **Annex – IX** (Technical Criteria regarding past experience of the bidder) including LOA/PPA copy and Work Completion Certificate issued by the concerned authority
  - l. Cost of Bid Security (EMD) in the form of bank guarantee (**Appendix-II**);
  - m. Power of Attorney as per **Appendix III**;
  - n. Power of Attorneys as per **Appendix IV** (for Consortium only);
  - o. JBA as per **Appendix V** (for Consortium only);
  - p. Certificate from “Statutory Auditor or Chartered Accountant” or Chartered Accountant” as per **Appendix VI**;
  - q. Copy of charter document of the Bidder as a Single Bidder, and in case of a Consortium applicable to all members of the Consortium, including
    - Certificate of incorporation under Companies Act, 1956 or 2013 for domestic Bidders and equivalent act/ law for foreign Bidders
    - Memorandum of Association highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development. In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as successful Bidder
    - Article of Association
    - GST Certificate





- PAN Card
  - Proof for submission for Income tax return for the latest applicable assessment year
- r. Copy of RFS and draft PPA, Addendums, Clarification and Corrigendum duly signed by authorized signatory along with seal and shall be the part of Clause 15 (Key Submission of Bid)
- s. **Appendix – VII** (Acceptance of PPA tariff post e – reverse auction)
- vi. The documents to be submitted under Clause 15.1.3. (v) above shall be placed in a duly sealed envelope, which shall be super-scribed as follows:
- a) Separate envelope mentioned “Cost of RFS”
  - b) Separate envelope mentioning “Bid Security”
  - c) Separate envelope mentioning “Techno-Commercial Bid” enclosing the following:
    - Power of Attorney as per Appendix III
    - Power of Attorneys as per Appendix IV (for Consortium only);
    - JBA as per Appendix V (for Consortium only);
  - d) Separate envelope mentioning “**Techno-Commercial Bid**” containing the other format and enclosure as mentioned in clause no. 15.1.3 (v).
- vii. The above envelopes can be put under the main envelope mentioning “Techno-Commercial Bid for 50 MW<sub>AC</sub> Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in the state of Assam on “Build-Own-Operate” basis only for the procurement of solar power by APDCL for a period of 25 years through tariff based competitive bidding process” and mentioning the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet.
- viii. APDCL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder has not submitted any of the above document as mentioned above in Clause 15, then all the Bids submitted by the Bidder shall be rejected.
- 15.2. APDCL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder has not submitted any of the above document as mentioned above in Clause 15, then all the Bids submitted by the Bidder shall be rejected. APDCL shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through <https://www.assamtenders.gov.in> or for rejection of Bids by <https://www.assamtenders.gov.in> for whatsoever reasons. No correspondence shall be entertained by APDCL in this regard.



## PART D. EVALUATION OF PROPOSAL

### 16. DETERMINATION OF RESPONSIVENESS OF TECHNO – COMMERCIAL BID

- 16.1. APDCL shall examine the Techno-Commercial Bid to determine whether the Techno-Commercial Bids are 'responsive' to the requirements of the RFS by checking:
- 16.1.1. Whether they have been submitted by the Bid Due Date
  - 16.1.2. Whether they are complete and all mandatory documents comprising the Techno-Commercial Proposal have been submitted online and offline in their prescribed format as per RFS
  - 16.1.3. Whether the documents have been properly signed by the authorized signatory along with seal
  - 16.1.4. Whether the original Cost of RFS, Bid Security have been submitted
  - 16.1.5. Whether the original Power of Attorney as per Appendix III, Power of Attorneys as per Appendix IV (for Consortium only), JBA as per Appendix V (for Consortium only) have been submitted.

In the event that any Bidder is found to be disqualified in accordance with the terms of the Bidding Document or if any Techno-Commercial Bid is found to be non-responsive or not meeting the Technical Capacity and Financial Capacity, the Techno-Commercial Bid shall be rejected by APDCL and shall not be considered for further evaluation

- 16.2. If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the RFS, APDCL may, in its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Technical Capacity and Financial Capacity. Alternatively, APDCL may request the Bidder, from time to time while evaluating the Techno-Commercial Bids, to submit necessary information or documentation, within a reasonable period of time, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be taken into account by APDCL while evaluating the Techno-Commercial Bid, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Techno-Commercial Bid. If the Bidder does not provide clarifications sought under this Clause 16.1 within a specified period of time, its Techno-Commercial Bid may be rejected as non-responsive. If the Techno-Commercial Bid is not rejected, APDCL may proceed to evaluate the Techno-Commercial Bid by construing the particulars requiring the clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of APDCL.
- 16.3. Where any information is found to be patently false or amounting to a material misrepresentation at any stage of bid process, APDCL reserves the right to reject the Bid and forfeit the Bid Security in accordance with Clause 7 of the RFS.

### 17. EVALUATION OF QUALIFICATION PROPOSALS

- 17.1. The Bidders' competence and capacity is proposed to be established by following Technical Capacity and Financial Capacity:

#### 17.1.1. Technical Eligibility Criteria

- i. 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 **ANNEX-VIII** of the RFS. However, the successful Bidder shall confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the technology partner, proposed at the time of submission of response to RFS can be changed at the time of Financial Closure.



- II. The bidder should have designed, supplied, erected/supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power Plant(s) of cumulative installed capacity of **25 MW<sub>AC</sub> anywhere in the world during last 5 years prior to bid submission deadline**. Out of which at least one Plant should be Grid connected **5 MW<sub>p</sub>** capacity or above.
- III. Bidder shall submit, in support to the above, the list of projects commissioned along with their work order/ LOI, Commissioning certificates and the letter from **Client/Employer /Owner confirming satisfactory performance of the Plant since last one year calculated** up to date of publication of RfS.
- IV. In case Consortium, all member combined shall satisfy the requirement of “Technical eligibility Criteria” mentioned at clause no. 17.1.1 (II) & (III) above.
  - The “technical eligibility criteria” of the lead member of Consortium shall not be less than **51% of** the technical eligibility criteria mentioned in clause no. 17.1.1 (II) above (i.e., the lead member of the consortium should have designed, supplied, erected/supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power Plant(s) of cumulative installed capacity of 12.75 MW<sub>AC</sub> anywhere in the world during last 5 years prior to bid submission deadline & out of which at least one Plant should be Grid connected 5 MW<sub>p</sub> capacity or above.)
  - The “technical eligibility criteria” of each of other members (excluding lead member) shall not be less than **26% of** the technical eligibility criteria mentioned in clause no. 17.1.1 (II) above.
  - The arithmetic sum of individual “technical capacity” of all the members shall be taken as Consortium’s “technical capacity” to satisfy this requirement.
- V. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 4.2 (b) of the draft PPA. The undertaking shall be submitted as per enclosed ANNEX-IX of the RFS
- VI. Detailed technical parameters for Solar PV Projects to be met by SPDs are at APPENDIX-IX of the RFS. The Bidders shall strictly comply with the technical parameters detailed in the APPENDIX-IX of the RFS
- VII. The Projects shall also comply with the criteria for power generation detailed in Clause 1.4 of the RFS, Clause 5.6 of the draft PPA and all other relevant clauses of the Bidding Document.

#### 17.1.2. Financial Capacity

##### i. Net – Worth:

The Net Worth of the Bidder as on the last day of the preceding financial year FY 2020-21 (ending 31 March 2021) or FY 2021-22 (ending 31 March 2022) should not be less than a minimum of **INR 89.47 Lakh (Indian Rupee Eighty Nine Lakh Forty Seven Thousand ) equivalent US\$ per MW.**

For avoidance of doubt, it is pertinent to mention that in case the Bidder is having audited annual accounts for both FY 2020-21 and FY 2021-22, the latest audited annual accounts i.e., FY 2021-22 shall be considered for evaluation. In case it is found by APDCL that the Bidder has not provided the correct information at any point of time, then the Bids submitted by the Bidders shall be rejected. **Further, it can be noted that the provisional annual accounts shall not be considered for evaluation and the Bidders submitting the provisional annual accounts shall be rejected.”**

For avoidance of doubt, “net worth” as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off,



as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

The Bidder shall submit a certificate issued by a “Statutory Auditor or Chartered Accountant” as per **Appendix –VI** to support the claim towards meeting Financial Capacity.

Illustration: For the project capacity **50 MW**; the Net Worth shall be not less than INR **44.73** crore as on the last day of the preceding financial year. For the purposes of conversion of currencies, the USD or any foreign currency/INR as on last day of financial year, published by Reserve Bank of India (RBI) for the above said dates shall be used.

**ii. Liquidity:**

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of **Rs. 134.20 lakhs/MW** during the previous financial year 2020-21. 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
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **Rs. 58.84 Lakhs/MW**, as on the last date of previous financial year, 2020-21.
- c. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **Rs. 14.22 Lakhs/MW**, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder

**iii. Financial Eligibility Criteria for Consortium:**

In case Consortium, all member combined shall satisfy the requirement of “Financial eligibility Criteria” mentioned at clause no. 17.1.2 (i) & (ii) above.

- The “financial eligibility criteria” of the lead member of Consortium shall not be less than **51% of** the financial eligibility criteria mentioned in clause no. 17.1.2 (i) & (ii) above.
- The “financial eligibility criteria” of each of other members (excluding lead member) shall not be less than **26% of** the financial eligibility criteria mentioned in clause no. 17.1.2 (i) & (ii) above.
- The arithmetic sum of individual “financial capacity” of all the members shall be taken as Consortium’s “financial capacity” to satisfy this requirement

**18. DETERMINATION OF RESPONSIVENESS OF PRICE BIDS**

- 18.1. For opening of the Price Bids, the minimum number of techno – commercially qualified Bidders should be two. If the number of techno – commercially qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Hon’ble AERC
- 18.2. Prior to evaluation of the Price Bids of the Techno-Commercially qualified Bidders, APDCL shall examine the Price Bids to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bidding Document, including the requirement to quote the Quoted Tariff in their Price Bids.
- 18.3. If any Price Bid is found to be non-responsive to the requirement of the Bidding Document, such Price Bid will be rejected by APDCL and not be considered for further evaluation



- 18.4. The Bidders who are qualified as per Techno-Commercial Bid and Price Bid shall be termed as the Eligible Bidders and will be allowed to participate in the E-Reverse Auction process to arrive at the PPA Tariff.

## PART E. REVERSE AUCTION PROCESS & SELECTION OF SUCCESSFUL BIDDER

### 19. E-REVERSE AUCTION PROCESS

APDCL shall resort to E-Reverse Auction process for selection of the Successful Bidders.

- 19.1. The e-Procurement Cell Assam, Department of Finance, O/o the ASPIRe (AS-CFMS) shall provide all necessary training and assistance to the Bidder on the <https://www.assamtenders.gov.in> before commencement of E-Reverse Auction. Bidder shall arrange on its own cost and initiative, to demonstrate/ train the Bidder or Bidder's nominated person(s), from e-Procurement Cell Assam. e-Procurement Cell Assam, Department of Finance, O/o the ASPIRe (AS-CFMS) will also explain the Bidders, all the rules related to the E-Reverse Auction/ Business Rules document to be adopted along with E-Reverse Auction. The rules have been described in the RFS in General. For specific training, the Bidders shall, at their own expenses, take training from e-Procurement Cell Assam, Department of Finance, O/o the ASPIRe (AS-CFMS).
- 19.2. Business rules for E-Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RFS, for compliance.
- 19.3. Bidders shall accept 'Terms & Condition' and the 'Business rules of E-Reverse Auction' before start of E-Reverse Auction. Without this, the Bidder shall not be eligible to submit further Bid in the E-Reverse Auction.
- 19.4. Bidder shall prepare their pricing model as per the terms and conditions of the RFS and keep the PPA Tariff ready for keying in their Price Bid for the E-Reverse Auction.
- 19.5. E-Reverse Auction will be conducted on scheduled date & time, which shall be intimated to all the Bidders in advance.
- 19.6. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be enclosed separately in the RFS.
- 19.7. 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 APDCL guidelines, shall be initiated by APDCL and the Bid submitted by such Bidders shall be rejected.
- 19.8. The Bidder shall not divulge either his Bids or any other exclusive details of APDCL to any other Party.
- 19.9. The Bidders will be intimated individually by system generated emails only after opening of Financial Proposal.
- 19.10. The Reverse auction should start within 120 minutes of opening of Financial Proposal.
- 19.11. During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- 19.12. Provided that during the last 5 (five) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received.

This process of auto extension will continue till there is a period of 5 (five) minutes during which no price bid are received which is lower than the prevailing lowest price bid.



**Some Bidding related Information for this Tender (e-Reverse Auction)**

E-Reverse Auction would be conducted after the opening of the Techno-Commercial Bid and Price Bid for the Eligible Bidders.

The following would be parameters for e-Reverse Auction in addition to the guidelines mentioned under Part-E (Reverse Auction Process) of the RFS:

Sl. No	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	After evaluation of Techno-Commercial Bids and Price Bids, date and time of start of E-Reverse Auction shall be intimated to all the Eligible Bidders who are eligible for reverse auction.
2	Reverse-Auction Bidding Event	The Reverse auction should start within 120 minutes of opening of Financial Proposal
3	Initial Auction Time	40 minutes
4	Elapse time	5 minute
5	Auto –Extension Time	10 minute
6	Maximum seal percentage	50% of ongoing auction price
4	Minimum Bid-Decrement	INR 1 paisa per kWh

**19.13. SELECTION OF SUCCESSFUL BIDDER**

The Bidder after the Reverse Auction process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those Bidder(s) who have not changed the quantum of power and tariff from Financial Proposal to Reverse Auction stage. The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s).

19.13.1. After Completion of e-Reverse Auction process, the Ranking of Bidders shall be done in the ascending order against the quoted tariff & quantum offered (MW).

For example:

Bidder	Tariff discovered after e-Reverse Auction (INR paisa./Unit)	Quantum offered (MW)	Ranking
B1	300	10	L1
B2	310	10	L2
B3	320	5	L3
B4	325	5	L4

19.13.2. In case of tie of tariff, among two or more bidders (i.e., their last quoted tariff being the same), timing of bid submission will be considered for evaluation of ranking and preference will be given to that bidder who has quoted his last bid earlier than others.

19.13.3. If the bid quoted timing also become exactly the same among the bidders and a situation of tie arises, then the ranking among these bidders shall be done as follow:

Step-1: The bidder will be treated as lowest ranked who has quoted the lowest tariff in Initial Financial Bid (Electronic Form) at the time of submission of RFS and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed

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

19.13.4. The lowest quoted bidder (L1) will be allotted its qualified and quoted project capacity. After allotting the quoted capacity to L1 bidder, **the balance project capacity** if any, shall be allotted in the following manner till the total capacity (i.e., 50 MW) is exhausted:

- The L2 bidder will be allotted its qualified and quoted project capacity at L2 rate.



- In case there is an available balance capacity after allotting the offer to L2 bidder, then L3 bidder will allotted its qualified and quoted project capacity at L3 rate till the tendered capacity (50 MW) is exhausted
- 19.13.5. After allotment of the bid capacity to the bidder as per ascending order of ranking; if there is any leftover capacity which may be less than quoted capacity of the next eligible higher ranking bidder, then leftover capacity shall be awarded to the bidder at their quoted rate till the tendered capacity (i.e., 50 MW) is exhausted. **(Note: It will be mandatory for the last selected bidder to accept the last capacity offered by APDCL, which may be less than the capacity quoted by him.)**
- 19.13.6. In case any balance capacity which remains un-allotted upto the last ranked bidder following the aforementioned procedure, and not in a position to allocate the same, then APDCL has the liberty to take any decision in regard to un-allotted capacity.
- 19.13.7. At the end of selection process, a letter of Award (LOA) will be issued to all successful bidders. In case Consortium being selected as successful bidder, the LOI shall be issued to the Lead Member of the Consortium.



## PART F. LOA, PROJECT AGREEMENTS AND FINANCIAL CLOSURE

### 20. LOA

- 20.1. After determination of the Successful Bidder, APDCL shall issue the LOA to the Successful Bidder(s) in duplicate. The Successful Bidder(s) shall, within seven (7) days of issuance of LOA, sign and return, as acknowledgement, the duplicate copy of the LOA. If the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, APDCL may, unless it consents to an extension, without prejudice to any of its rights under the Bidding Document, withdraw the LOA and forfeit the Bid Security of the Successful Bidder.

### 21. SIGNING OF PROJECT AGREEMENTS AND FINANCIAL CLOSURE

- 21.1. The Successful Bidder or the SPV formed by the Successful Bidder, as the case maybe, will execute the Project Agreements upon satisfying the following conditions within thirty (30) days from the date of issue of LOA

1.1.1. Signing of all the Project Agreements i.e., PPA;

1.1.2. Submit the Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantee, in accordance with the provisions of the RFS;

### 21.2. FINANCIAL CLOSURE

The Project shall achieve Financial Closure within **12 (Twelve)** months from the date of execution of Power Purchase Agreement (PPA). At this stage, the SPD shall report tie-up of Financing Arrangements for the Project. In this regard the SPD shall submit a certificate from all financing agencies regarding the tie-up of funds indicated for the Project. Additionally, the SPD shall furnish documentary evidence towards the following:

- I. The requisite technical criteria have been fulfilled and orders placed / agreements entered into for supply of plants and equipment for the project.
- II. Detailed Project Report for the project
- III. The details of all planned/proposed Inverters and modules (manufacturer, model number, datasheet, all technical certificates as mentioned in the RFS along with the link of the certifying authority with ILAC member accredited lab/NABL accredited lab) for the project at least 14 days prior to the scheduled financial closure date.
- IV. Required land/plot for project development is under possession of the SPD. In this regard the SPD shall be required to furnish the documentary evidences to establish the possession of the required land/lease agreement in the name of the SPD.

In case of delay in achieving above condition as may be applicable, and the delay has not occurred for any reasons attributable to APDCL or due to Force Majeure, the Solar Power Developer shall pay to APDCL Damages in an amount calculated at the rate of **0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of Conditions Precedent** as mentioned in the PPA, subject to a maximum period of 30 (thirty) days. On expiry of the said 30 (thirty) days, APDCL at its discretion may terminate the Power Purchase Agreement & forfeit the PBG.

Upon such encashment of Performance Security, the Solar Power Developer shall, within 30 (thirty) days thereof, provide a fresh Performance Security failing which APDCL shall be entitled to terminate this Power Purchase Agreement in accordance with PPA clause no. 4.4 (b). **Any penalty paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the SCD.**

The Successful Bidder shall not be entitled to seek any deviation in the Project Agreement (PPA).

The Successful Bidder will bear all costs associated with signing of all the Project Agreements, including payment of any stamp duty, registration charges, etc. APDCL and GoA shall not be responsible or liable for any costs in relation to signing of the Project Agreement.





## PART G. MISCELLANEOUS

### 22. BIDDING DOCUMENTS

- 22.1. The Bidding Document includes but not limited to the RFS, PPA, Addendum and Corrigendum etc.
- 22.2. The Bidding Document must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bidding Document, the Bidder must inform APDCL at the earliest. APDCL will then direct the Bidders regarding the interpretation of the Bidding Document
- 22.3. The Bidders, after registering themselves on the <https://www.assamtenders.gov.in> in accordance with the procedure set out in <https://www.assamtenders.gov.in> website, must download the Bidding Document from the <https://www.assamtenders.gov.in> e-Bidding portal. APDCL shall not be responsible for the completeness of the Bidding Document, if they are not downloaded in complete respect by the Bidder from time to time.

### 23. ACKNOWLEDGEMENT BY BIDDER

It shall be deemed that by submitting a Bid, the Bidder has:

- 23.1. made a complete and careful examination of the Bidding Document (including all instructions, forms, terms and specifications) and any other information provided by APDCL in the Bidding Document or pursuant to this RFS and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFS in any respect will be at the Bidder's risk and may result in rejection of the Bid.
- 23.2. received all relevant information requested from APDCL;
- 23.3. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of APDCL;
- 23.4. satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Project and performance of its obligations under the Project Agreements;
- 23.5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from APDCL, or a ground for termination of the Project Agreements; and
- 23.6. agreed to be bound by the undertakings provided by it under and in terms of this RFS and the Project Agreement.

### 24. RIGHTS OF APDCL

- 24.1. APDCL, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
  - 24.1.1. suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
  - 24.1.2. consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Technical Capacity and Financial Capacity requirement at any stage of the Bid Process till expiry of First Contract Year;
  - 24.1.3. retain any information, documents and/or evidence submitted to APDCL by and/or on behalf of any Bidder;
  - 24.1.4. independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder



- 24.1.5. reject a Bid, if;
  - d. at any time, a material misrepresentation or incorrect or false information is made or uncovered
  - e. the Bidder in question does not provide, within the time specified by APDCL, the supplemental information sought by APDCL for evaluation of the Bid; or
  - f. the Bid does not meet the validity requirement as set out in Clause 13.1 of the RFS;
- 24.1.6. accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders. If APDCL annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the qualified Bidders
- 24.2. If APDCL exercises its right under the Bidding Document to reject a Bid and consequently an Eligible Bidder which, during the Reverse Auction Process, quoted the lowest tariff gets disqualified or rejected, then APDCL reserves the right to:
  - 24.2.1. select the Eligible Bidder which, during the Reverse Auction Process, quoted the next lowest tariff; or
  - 24.2.2. take any such measure as may be deemed fit in the sole discretion of APDCL, including inviting fresh Bids from the Qualified Bidders or annulling the Bid Process.
- 24.3. If it is discovered during the Bid Process, at any time before signing the PPA or after their execution and while they are in force that the Technical Capacity and Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:
  - 24.3.1. the Bidder shall be disqualified forthwith, if not declared as the Successful Bidder by the issuance of the LOA; or
  - 24.3.2. the LOA shall be liable to be cancelled or the PPA shall be liable to be terminated forthwith, if the Bidder has been declared as the Successful Bidder. APDCL shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.

## **25. CORRESPONDENCE WITH BIDDERS**

Save as expressly provided in these Bidding Document, APDCL shall not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

## **26. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA**

### **26.1. Proprietary Data**

All documents and other information provided by APDCL or submitted by a Bidder to APDCL will remain or become the property of APDCL, as the case may be. Bidders are required to treat all information provided by APDCL in the RFS and other Bidding Document as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

### **26.2. Confidentiality Obligation of APDCL**

APDCL shall treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. APDCL may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless

- 26.2.1. such publication is contemplated under these Bidding Document; or



- 26.2.2. such publication or disclosure is made to any Person who is officially concerned with the Bid process or is a retained professional advisor advising APDCL or the Bidder on matters arising out of or concerning the Bid Process; or
- 26.2.3. it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- 26.2.4. such publication is to enforce or assert any right or privilege of the statutory authority and/or APDCL or as may be required by law (including under the Right to Information Act, 2005);
- 26.2.5. in connection with any legal process.

## **27. FRAUD AND CORRUPT PRACTICES**

- 27.1.** Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFS, APDCL may reject a Bid without being liable in any manner whatsoever the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- 27.2.** Without prejudice to the rights of APDCL, if a Bidder is found by APDCL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the GoA or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GoA, from the date such Bidder is found by APDCL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above
- 27.3.** For the purposes of this Clause 27, the following terms will have the meanings given to them below
  - a) corrupt practice means:
    - I) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GoA or APDCL or APDCL or Advisors who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters, before or after its execution, at any time prior to the expiry of one (1) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GoA or APDCL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
    - II) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of PPA, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or any of the Project Agreements, who at any time has been or is a legal, financial or technical advisor of the GoA or APDCL on any matter concerning the Projects
  - b) fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
  - c) coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
  - d) undesirable practice means: (i) establishing contact with any Person connected or employed or engaged by APDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a conflict of interest, as defined in the RFS; and



- e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process

## **28. GOVERNING LAW AND JURISDICTION**

### **28.1. Governing Law**

The Bid Process, the Bidding Document and the Bids shall be governed by, and construed in accordance with, the laws of India.

### **28.2. Exclusive Jurisdiction**

The competent courts at Guwahati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RFS.



**APPENDIX I**  
**LETTER OF BID AND ANNEX (I TO IX)**

*(On the letterhead of the Bidder/Lead Member of the Consortium)*

To,

The Chief General Manager (NRE)  
Assam Power Distribution Company Limited  
Bijulee Bhawan (Annex Building), Paltanbazar, guwahati-1  
E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)

Sub: Techno-Commercial Bid for 50 MW<sub>AC</sub> Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in the state of Assam on “Build-Own-Operate” basis under only for the procurement of solar power by APDCL for a period of 25 years

Dear Sir,

With reference to your RFS no [ ] dated [ ], we, having read and examined in detail the Bidding Document and understood their contents, hereby submit our Techno-Commercial Bid. We are submitting our Bid for a total capacity of \_\_\_\_\_ MW. The Techno-Commercial Bid is unconditional and unqualified and valid for one hundred and eighty (180) days from the Bid Due Date.

1. We give our unconditional acceptance to the Bidding Document issued by APDCL. In token of our acceptance to the Bidding Document, the same have been initialed by us and enclosed with our Techno-Commercial Bid. We confirm and undertake that we shall sign and execute the Project Agreements as per the provisions of the RFS, without seeking any deviations or amendments, and the provisions of the Project Agreements shall be binding on us.
2. We acknowledge that APDCL shall be relying on the information provided in the Bid and the documents accompanying the Techno-Commercial Bid for selection of the Bidders for awarding the Project, and we certify that all information provided in the Techno-Commercial Bid and in the Annexes is true and correct; nothing has been omitted which renders such information misleading and all documents accompanying the Techno-Commercial Bid are true copies of their respective originals. In the event that any of the information provided in the Techno-Commercial Bid is found to be incorrect after our selection as the Successful Bidder, we agree that the same would be treated as an event of default under the Project Agreements, and the respective counterparty (ies) under the Project Agreements shall have the right to terminate the respective Project Agreements.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by APDCL in respect of any matter regarding or arising out of this RFS shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
4. The statements in this letter are made for the express purpose of qualifying for participation in the E-Reverse Auction process and selection as the Successful Bidder for the development, operation and maintenance of the Project and we are enclosing herewith our response to the RFS with formats duly digitally signed as desired by you in accordance with the RFS, for your consideration.
5. We confirm that we have studied the provisions of the relevant Indian laws (foreign laws, in case of foreign Bidders) and regulations as required to enable us to submit our Bid and execute the Project Agreements for the development, operation and maintenance of the Project in the event of our selection as the Successful Bidder.
6. We hereby understand and confirm that APDCL reserves the right, at any time, to verify the documents furnished by us, including availability of the Net Worth to the extent claimed in the Techno-Commercial Bid with the original documents and bank statements and the shareholding of the Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation up to the expiry of the Project Agreements. Further, we shall make available to APDCL any additional information it may find necessary or require to supplement or authenticate the Bid
7. We confirm that we shall submit, before signing the PPA, the unaudited balance sheet of the previous month end along with complete bank statement starting from the date of submission of the Techno-Commercial Bid along with a copy of the documents submitted with Registrar of Companies which became due during this period. We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, APDCL shall be free to take



appropriate action including forfeiture of Bid Security and blacklisting us for an appropriate period as decided by APDCL.

We confirm that there is “no [strike-out if not applicable]” ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement, as on seven (7) days prior to the online submission of the Techno-Commercial Bid. [Note: In case the Bidder or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is having ongoing litigation or litigation pending, then the Bidders shall declare the same in APPENDIX-I]

8. We acknowledge the right of APDCL to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. We represent, warrant and undertake that:
  - a. We have examined and have no reservations to the Bidding Document and do not seek any deviations to the Bidding Document issued by APDCL;
  - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 27 of the RFS, in respect of any tender or request for proposal issued by or any agreement entered into with APDCL or any other public sector enterprise or any government, Central or State;
  - c. We have taken steps to ensure that in conformity with the provisions of Clause 27 of the RFS, no Person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - d. The Bidding Document and all other information provided by APDCL are and shall remain the property of APDCL and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the RFS. We undertake that we shall treat all information received from or on behalf of APDCL as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid;
  - e. We, [including all the other members of the Consortium] or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been barred by any government or government instrumentality in India or in any other jurisdiction in which we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belong or in which we conduct our business, from participating in any project or being awarded any contract as of the date of submission of our Techno-Commercial Bid;
  - f. We, [including all the other members of the Consortium] have not, in the three (3) years immediately preceding the Bid Due Date, had any contract terminated by any government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be; We, [including all the other members of the Consortium] have, in the three (3) years immediately preceding the Bid Due Date, had the following contracts terminated by a government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details)];
  - g. We certify that we, [including all the other members of the Consortium], or our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process and, if selected as the Successful Bidder, which could cast a doubt on our ability to develop, operate and maintain the Project, in accordance with the Project Agreement; and
  - h. We, [including all the other members of the Consortium], further certify that no investigation by a regulatory authority is pending either against us/[any Member of the Consortium] or against



our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity or against our CEO or any of our directors, managers and employees.

10. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
11. We declare that we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity are not submitting another Bid. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFS, we shall intimate APDCL of the same immediately.
12. We are submitting with this Techno-Commercial Bid and all the documents that are required to be submitted in accordance with the RFS.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by APDCL in connection with evaluation of Techno-Commercial Bids, declaration of the Successful Bidder or in connection with the Bid Process itself, in respect of the Project and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.
14. In the event of us being declared as the Successful Bidder, we agree to enter into PPA. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
15. We understand that except to the extent as expressly set forth in the PPA, we shall have no claim, right or title arising out of any documents or information provided to us by APDCL or in respect of any matter arising out of or concerning or relating to the Bid Process.
16. If determined qualified to participate in the E-Reverse Auction process, we undertake that the PPA Tariff that will be quoted by us shall be after taking into consideration all the terms and conditions stated in the Bid Documents, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
17. We offer a Bid Security of **8, 95,000** INR (Indian Rupees **Eight Lakhs Ninety Five Thousand** only) per MW, amounting to INR \_\_\_\_\_ INR (Indian Rupees \_\_\_\_\_ only) to APDCL for \_\_\_\_\_ MW Grid Connected Solar Power Plant in accordance with the RFS.
18. We agree and understand that the Bid is subject to the provisions of the Bidding Document. In no case, shall we have any claim or right against APDCL if the Project is not awarded to us or our Bid is not opened or considered, as the case may be.
19. We further confirm that the technology proposed to be used by us for the Project is commercially established and operational technology. We have submitted all the requisite documents pertaining to the fulfillment of technical eligibility criteria mentioned in the RfS.
20. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Guwahati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

In witness thereof, I/we submit this Techno-Commercial Bid under and in accordance with the terms of the Bidding Document.

Yours faithfully,

Dated this [insert date] day of [insert month] 2022

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note:

All information for members to be provided in case of a Consortium



**Format for Furnishing Litigation Details**

We confirm that there is ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement

<b>Litigation description and reference to the case no.</b>	<b>Value of litigation</b>	<b>Date on which litigation started</b>	<b>Present status</b>

**Note:**

1. In case the above information is applicable, then the Bidder shall annex it to the APPENDIX-I during submission of Techno-Commercial Bid submission.
2. APDCL reserves the right to request for providing any additional information to understand the materiality and severity of the ongoing litigation or litigation pending. Based on the materiality and severity of the ongoing litigation or litigation pending, APDCL reserves the right to wither accepts or rejects the Bid submitted by the Bidder.
3. In case a Bidder has not declared the above information (in case it is applicable) and at a later date APDCL gets to know about such ongoing litigation or litigation pending existing as on seven (7) days prior to the online submission of Techno-Commercial Bid, in such a case all the Bids submitted, LOA (if issued), PPA (If executed) by the Bidder shall be rejected and the Bid Security (as applicable or Performance Bank Guarantee (as applicable) shall be forfeited. Considering the severity or materiality of the ongoing litigation or litigation pending, the Bidder may get blacklisted for participating in future tenders.





### **ANNEX-I**

#### **Details of Bidder (In MS Excel format)**

Information and details to be furnished from the bidder is set out in Microsoft Excel format and the same may be downloaded from the <https://www.assamtenders.gov.in>. The details to be provided include the following:

1. Checklist
2. Detail of Bidder as a Single Bidder including Group Business Entity whose Technical Capacity and Financial Capacity is claimed by the Bidder (as applicable) and Consortium
3. Technical Capacity and Financial Capacity

**Note:**

To be submitted by all members in case of a Consortium



**ANNEX-II**

**Certificate from the “Statutory Auditor or Chartered Accountant” in case the experience of the Group Business Entity is used, applicable for Single Bidder only**

**(On the letterhead of the “Statutory Auditor or Chartered Accountant”)**

**TO WHOMSOEVER IT MAY CONCERN**

We have verified the relevant statutory and other records of M/s [Name of Bidder] and [Name of Group Business Entity] and certify that M/s [Name of Group Business Entity] is a Group Business Entity as defined in the RFS Document issued by APDCL for Solar Projects in the State of Assam.

The details of the shareholding are as follows:

<b>Name of the shareholder</b>	<b>No of shares</b>	<b>Amount of shares</b>	<b>%</b>

This certificate is being issued to be produced before APDCL, Government of Assam for the RFS No. [ ] dated [ ].

Dated this [insert date] day of [insert month] 2022

**Signature and Seal of the “Statutory Auditor or Chartered Accountant” clearly indicating his/her membership number**



**ANNEX-III**

**Statement of Legal Capacity of the Bidder**

*(On the letterhead of the Bidder/Lead Member of the Consortium)*

To,

The Chief General Manager (NRE)  
Assam Power Distribution Company Limited  
Bijulee Bhawan (Annex Building), Paltanbazar, guwahati-1  
E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)

Dear Sir,

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

We have agreed that [insert the name of the other members] shall act as the Lead Member of our consortium.\*

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

Thanking you,

Yours faithfully,

Dated this [insert date] day of [insert month] 2022

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

\*Please strike out whichever is not applicable.

**Note:**

To be submitted by all members in case of a Consortium



**ANNEX-IV**  
**Certificate of Anti-Collusion**  
**(On the letterhead of the Bidder/Lead Member of the Consortium)**

We hereby certify and confirm that in the preparation and submission of our Bid with reference to this RFS No. [ ] dated [ ] for development of \_\_\_\_\_ MW Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in the state of Assam on “Build-Own-Operate” basis only for the procurement of solar power by APDCL for a period of 25 years, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated this [insert date] day of [insert month] 2022  
Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

**Note:**

To be submitted by all members in case of a Consortium



**ANNEX-V**

**Affidavit for Anti-Blacklisting**  
**(On a Stamp Paper of appropriate value and notarized)**

We, M/s. .... (Single Business Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by APDCL/ any other entity of Government of Assam or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on seven (7) days prior to the \_\_\_\_\_ original Bid Due Date.

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

Dated this [insert date] day of [insert month] 2022  
Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

**Note:**

To be submitted by all members in case of a Consortium



## ANNEX-VI

### **Declaration of Shareholding Pattern of the Bidder (On the letterhead of the Bidder/Lead Member of the Consortium)**

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

(Information on shareholding)

Sl. No	Name of the shareholder	Domestic Share holder	Foreign Share holder	Percentage of Share holding
1				
2				
3				

Dated this [insert date] day of [insert month] 2022

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

**Note:**

To be submitted by all members in case of a Consortium

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



**ANNEX-VII**

**Format for “NO DEVIATION CERTIFICATE”  
(On the letterhead of the Bidder/Lead Member of the Consortium)**

I/ We, M/s. .... (Single Bidder/ Lead Member of the Consortium), (the names and addresses of the registered office) hereby certify and confirm that we have read the clauses and provisions of the Bidding Documents including RFS, PPA, all amendments, all addendums and all clarifications issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions:

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

<b>Name of the conditions</b>	<b>Reference clause no. (in case of any deviations)</b>	<b>Deviation considered</b>
Cost of RFS (Non-refundable) INR 29,500 submitted online		
Bid Security: INR <b>8, 95,000</b> INR (Indian Rupees <b>Eight Lakhs Ninety Five Thousand</b> only) per MW, amounting to INR _____ INR (Indian Rupees _____ only) for _____ MW Grid Connected Solar Power Plant		
APPENDIX-I (Letter of Bid)		
ANNEX-I (Details of the Bidder)		
ANNEX-II (Certificate from the “Statutory Auditor or Chartered Accountant” in case the experience of the Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is used, applicable for Single Bidder only)		
ANNEX-III (Statement of legal capacity of the Bidder)		
ANNEX-IV (Certificate of anti-collusion)		
ANNEX-V (Affidavit for anti-blacklisting)		
ANNEX-VI (Declaration of shareholding pattern of the Bidder)		
ANNEX-VIII (Declaration by the bidder for the proposed technology tie-up)		
ANNEX-IX (Technology Criteria)		
APPENDIX-II (Bid Security to be submitted by the Single Bidder or the Lead Member of the Consortium)		
APPENDIX-III (Power of Attorney and Board Resolution to be submitted by the Single Bidder or all the members of the Consortium in favour of their Authorized Signatories)		
APPENDIX-IV (Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member)		
APPENDIX-IV (Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member)		
APPENDIX-V (Joint Bidding Agreement (JBA) executed by all the members of the Consortium)		
APPENDIX-VI (Certificate from “Statutory Auditor or Chartered Accountant” showing the compliance to Technical Capacity) if applicable		
APPENDIX-VII (Certificate from “Statutory Auditor or Chartered Accountant” showing the compliance to Financial Capacity)		
RFS		
Draft PPA		
Addendum/ Corrigendum		
Any other deviations		



**Instruction for the above table:**

For any deviation, the Bidder shall mention such deviation only in this certificate. In case Bidder has mentioned the deviation at any other place/ document, such deviations shall not be considered and if found later Bidder shall be rejected.

Please mention “No deviation considered” against each line item in case the Bidder is not proposing deviation whatsoever to any of the clauses and provisions as mentioned above”). **The Bidding Entity shall be considered as Non-Responsive in case this ANNEX – VII is not submitted by the Bidding Entity.**

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any misrepresentation is made or discovered with regard to the requirements of this RFS at any stage of the Bidding Process or thereafter during the agreement period. We also confirm that we have taken no deviation on the above and shall be rejected in case APDCL found any such deviations considered by the Bidder at any stage till the expiry of the PPA Term.

Dated this *[insert date]* day of *[insert month]* 2022  
Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

**Note:**

To be submitted by all members in case of a Consortium





**ANNEX-VIII**

**Format for Declaration by the Bidder for the proposed technology tie-up**

<b>Sl. No</b>	<b>Particulars</b>		
1	Name of Bidding Company / Lead Member of Bidding Consortium		
2	Name of the Technology partner (if any)		
3	Technology proposed to be adopted for the Project		
4	Estimated Capacity Utilization Factor		%
5	Estimated Annual Generation of Electrical Energy		kWh
<b>6</b>	<b>Brief about the proposed Technology</b>		
6.1	Crystalline Silicon Solar Cells and Modules		
6.2	Concentrator PV Modules		
6.3	Thin Film Modules		
6.4	Any Other Technology		

Signature of the Authorized Signatory  
Name of the Authorized Signatory



**ANNEX-IX**

**Format - A**

**Format for Technical Criteria**  
**[On the letterhead of the Bidder/Lead Member of the Consortium]**  
**[Insert the Project Name]**

To,

The Chief General Manager (NRE)  
Assam Power Distribution Company Limited  
Bijulee Bhawan (Annex Building), Paltanbazar, guwahati-1  
E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)

Dear Sir,

Sub: Response to RFS No. \_\_\_\_\_

We hereby undertake to certify that in line with Clause 4.2 (b) of the draft PPA that the following details shall be furnished prior to the COD:

- 1.0 That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for at least one year.
- 2.0 Details of the project with location and the successful operational period of the project utilizing this technology.

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



**ANNEX-IX**

**Format - B**

**Work Experience**  
**(To be submitted individually against each work / contract)**  
**[On the letterhead of the Bidder/Lead Member of the Consortium]**

To,  
 The Chief General Manager (NRE)  
 Assam Power Distribution Company Limited  
 Bijulee Bhawan (Annex Building), Paltanbazar, guwahati-1  
 E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)

Dear Sir,  
 Sub: Response to RFS No. \_\_\_\_\_

I/ We, M/s. .... (Single Bidder/ Lead Member of the Consortium), (the names and addresses of the registered office) hereby certify and confirm that following work experience had already been executed by us and the details are as under:

Work Experience		
Particular	Details	
Name of Bidder		
Employer's Name (Letter of Award / Contract issuing authority)		
Employer's Address: Telephone / Fax number: E Mail		
Contract / LOA Number & Date		
Schedule Date of Completion		
Type of Work (Grid Connected Ground Mounted Solar Power Plant/ Grid Connected Floating Solar Power Plant)		
Capacity of Allotted Work	_____ MW <sub>p</sub> & _____ MW <sub>AC</sub>	
Role in Contract (Individual/ Consortium)		
If Role in Contract is Consortium, specify Lead Partner & Other Partner	Name of Lead Partner	Name of Other Partner
Actual works executed by the Bidder	<b>Bidder/Lead Member of the Consortium</b>	<b>Other Member of the Consortium</b>
	_____ MW <sub>p</sub> & _____ MW <sub>AC</sub> <b>(Duly substantiated with LOA &amp; Completion Report)</b>	_____ MW <sub>p</sub> & _____ MW <sub>AC</sub> <b>(Duly substantiated with LOA &amp; Completion Report)</b>
% of work executed by the Applicant within the Schedule Date of Completion & Date of Commissioning	_____ % & Date of SCOD ..... <b>(Duly substantiated with Client Certificate)</b>	

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



**APPENDIX-II**  
**FORMAT OF BID SECURITY**  
**(To be executed on stamp paper of appropriate value)**

B.G. No [ ..... ] Dated: [ ]

1. In consideration of you, Assam Power Distribution Company Limited, having its registered office at Bijulee Bhawan, Paltanbazar, Guwahati - 781001 (referred to as **APDCL**, which expression will unless it is repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder/Lead Member of the Consortium*] with its registered office at [*insert address*] (referred to as the Bidder, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns), for the development of Grid-Connected Ground Mounted Solar Photovoltaic Project to be implemented in the state of Assam on “Build-Own-Operate” basis only for the procurement of solar power by APDCL for a period of 25 years from Project(s) of \_\_\_\_\_ MW<sub>AC</sub> capacity (referred to as the Project) pursuant to the RFS, the PPA and other Bidding Document, we [*insert Name of the Scheduled Bank*] having our registered office at [.....] and one of its branches at [.....] (referred to as the Bank), at the request of the Bidder, do hereby in terms of Clause 7 of the RFS, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Document (including the RFS) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to APDCL an amount of **INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) (referred to as the Guarantee)** as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Document.
2. Any such written demand made by APDCL stating that the Bidder has failed to fulfill and comply with the terms and conditions contained in the Bidding Document will be final, conclusive and binding on the Bank. The Bank shall not require APDCL to justify the invocation of this Guarantee, nor shall the Bank have any recourse against APDCL in respect of any payment made hereunder.
3. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other Person and irrespective of whether the claim of APDCL is disputed by the Bidder or not, merely on the first demand from APDCL stating that the amount claimed is due to APDCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Document, including but not limited to the following events:
  - a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 27 of the RFS;
  - b) if, after the Proposal Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and
  - c) if a Bidder is selected as the Successful Bidder and it fails within the specified time as per Clause 21 of the RFS.
  - d) fulfill any other condition precedent to the execution of the PPA; and
  - e) If, the information furnished by the bidder is found to be patently false or amounting to a material misrepresentation at any stage of bid process as in Clause 16 of the RFS.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 150 (one hundred and fifty) days from the original Bid Due Date (“Expiry Period”) and a claim period of thirty (30) days or for such end date of the Expiry Period (“Claim Period”) or extended period as may be mutually agreed between APDCL and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that APDCL will be the sole judge to decide as to whether the Bidder has failed to fulfill or comply with the terms and conditions contained in the Bidding Document including, those events listed above. The decision of APDCL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between APDCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.



6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other Person.
7. In order to give full effect to this Guarantee, APDCL will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bidding Document or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or APDCL):
  - a) any time or waiver granted to, or composition with, the Bidder or any other Person;
  - b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
  - c) any variation of the Bidding Document, so that references to the Bidding Document in this Guarantee shall include each such variation;
  - d) any unenforceability, illegality or invalidity of any obligation of the Bidder or APDCL under the Bidding Document or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
  - e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than the performance of any of the obligations of the Bidder under the Bidding Document).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to **[insert name of Bank along with branch address]** and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for APDCL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which APDCL may have obtained from the Bidder or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of APDCL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR **[in figures and words]**. The Guarantee will remain in force until..... **(Indicate date falling 150 (one hundred and fifty) days after the original Bid Due Date)**. The Bank will be liable to pay the amount or any part of the Guarantee only if APDCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date falling thirty (30) days after the Expiry Period).
16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.
17. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.



18. Capitalized terms used but not defined herein shall have the meanings given to them in the request for RFS No. [.....] dated [.....] issued by APDCL.

Signed and Delivered by.....Bank

By the hand of Mr./ Ms.....its..... and authorized official.

(Signature of the authorized signatory of the Bank)

**(Official Seal)**



**APPENDIX-III  
FORMAT FOR POWER OF ATTORNEY AND BOARD RESOLUTIONS**

**Format for Power Attorney  
(BOARD RESOLUTION IN FAVOUR OF AUTHORIZED SIGNATORY ALSO ENCLOSED)  
(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized)**

**Power of Attorney provided by the Bidder in favor of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, we ..... do hereby constitute, appoint and authorize ....., presently residing at ..... who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Request For Proposal (RFS) is invited from the Power Producing Companies/ Solar Developers for 50 MW<sub>AC</sub> Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in the state of Assam on "Build-Own-Operate" basis only for the procurement of solar power by APDCL for a period of 25 years.

We are submitting our Bid for a total capacity of \_\_\_\_\_ MW<sub>AC</sub>

The aforesaid Authorized employee, in response to the RFS no [.....] dated [.....] issued by Assam Power Distribution Company Limited ("APDCL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which APDCL may require us to submit. The aforesaid Attorney is further authorized for making representations to APDCL, and providing information / responses to APDCL, representing us in all matters before APDCL, and generally dealing with APDCL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RFS.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFS.

Signed by the within named  
**Organization Name:**  
through the hand of  
**Name of Authorizer:**  
duly authorized by the Board to issue such Power of Attorney  
Dated this  
Signature of Attorney  
Name:  
Designation:  
Address of the Attorney:

Attested

Signature of the executant  
Name:  
Designation:  
Address of the executant:

Signature and stamp of Notary of the place of execution  
Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's  
Resolution dated .....

WITNESS



1  
Signature  
Name:  
Designation:

2.  
Signature  
Name:  
Designation

Notes:

The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney shall be a person holding the responsible post & designation in the company.

In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).





**APPENDIX-IV**

**FORMAT FOR POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM  
(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized)**

Power of Attorney provided by the Bidder in favor of its representative as evidence of authorized signatory's authority.

**We are submitting our Bid for a total capacity of \_\_\_\_\_ MW<sub>AC</sub>**

Know all men by these presents, we ..... do hereby constitute, appoint and authorize ....., presently having registered office at ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Request For Proposal (RFS) is invited from the Power Producing Companies/ Solar Developers for development of 50 MW Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in the state of Assam on "Build-Own-Operate" basis only for the procurement of solar power by APDCL for a period of 25 years

The aforesaid [**Name of Lead Member of the Consortium**], in response to the RFS no [..... ] dated [..... ] issued by Assam Power Distribution Company Limited ("APDCL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which APDCL may require us to submit. The aforesaid Attorney is further authorized for making representations to APDCL, and providing information / responses to APDCL, representing us in all matters before APDCL, and generally dealing with APDCL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RFS.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFS

**Signed by the within named**

**Organization Name:  
through the hand of  
Name of Authorizer:  
duly authorized by the Board to issue such Power of Attorney  
Dated this**

Signature of Attorney  
Name:  
Designation:  
Address of the Attorney:  
Attested  
Signature of the executant [Name of Other Member No. 1]

Name:  
Designation:  
Address of the executant:  
Signature of the executant [Name of Other Member No. 2]

Name:  
Designation:  
Address of the executant:

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated .....



1

Signature

Name:

Designation:

2.

Signature

Name:

Designation

Notes:

The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney shall be a person holding the responsible post & designation in the company.

In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).



## APPENDIX-V

### FORMAT FOR JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)

We are submitting our Bid for a total capacity of \_\_\_\_\_ MW<sub>AC</sub>

THIS JOINT BIDDING AGREEMENT is entered into on this [.....] Day of [ ] 2022

#### AMONG

1. [.....] with its registered office at [ .....] (referred to as Lead Member which expression will, unless repugnant to the context include its successors and permitted assigns)  
AND
2. [.....] with its registered office at [.....] (referred to as Other Member No. 1 which expression will, unless repugnant to the context include its successors and permitted assigns)  
AND
3. [.....], with its registered office at [.....] (referred to as the Other Member No. 2 which expression will, unless repugnant to the context include its successors and permitted assigns)
4. The above mentioned parties namely Lead Member [.....], Other Member No. 1 [.....], and Other Member No. 2 [.....] are collectively referred to as the Parties and each is individually referred to as a Party.

#### WHEREAS

- A. Assam Power Distribution Company Limited (referred to as APDCL which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited bids (the Bid) by its Request for Proposal No. [.....] dated [ .....] (the RFS no. [ ] dated [ ]).
- B. The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the Bidding Document in respect of the Project.
- C. Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Joint Bidding Agreement in a format specified in the RFS, whereby the Members of the Consortium undertake to be liable for their respective equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantees as required as per the provisions of the RFS and Project Agreements, as specified herein.

#### NOW IT IS HEREBY AGREED as follows:

##### 1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFS.

##### 2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in the Bid Process.
- 2.2. The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Associates



- 2.3. We, the Members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that.....(**Insert name of the Lead Member**), shall act as the Lead Member as defined in the RFS for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here).
- 2.4. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.
- 2.5. 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 Member of the Consortium 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 Joint Bidding Agreement.

### 3. Incorporation of SPV

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 for entering into the PPA with the relevant counterparty(ies) and for performing all its obligations in terms of the PPA for the Project.

### 4. Equity Contribution

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
<b>Lead Member*</b>	.....
<b>Other Member No. 1</b>	.....
<b>Other Member No. 2</b>	.....

Name	Percentage of equity holding
<b>Total Equity</b>	<b>100%</b>

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

In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

### 5. Equity Lock – in

The Parties acknowledge that all the members of the Consortium shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year

### 6. General

- 6.1. Except as specified in the Joint Bidding 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.
- 6.2. 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
- 6.3. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and courts at Guwahati alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.



- 6.4. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the RFS, on behalf of the Consortium.
- 6.5. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, the Parties shall furnish the requisite performance bank guarantees under the PPA in favor of the counterparty(ies), as stipulated in the PPA. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees on behalf of all the Members of the Consortium
- 6.6. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the RFS for the purposes of the Bid.
- 6.7. It is 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 project as envisaged under the Bidding Document and Project Agreements.
- 6.8. It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of APDCL.
- 6.9. This Joint Bidding 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 APDCL:

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

## **7. Termination**

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

## **8. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India

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

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of

LEAD MEMBER by:

Signature)  
(Name) (Designation)  
(Address)



SIGNED, SEALED AND DELIVERED  
For and on behalf of

SECOND PART

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of

THIRD PART

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

WITNESS

1  
Signature  
Name:  
Designation:

2.  
Signature  
Name:  
Designation



**APPENDIX – VI**

**FORMAT FOR CERTIFICATE FROM “STATUTORY AUDITOR OR CHARTERED ACCOUNTANT” FOR FINANCIAL CAPACITY  
(On the Letterhead of the “Chartered Accountant”)**

Date:

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Single Business Entity/Consortium Member/Group Business Entity], and certify that the net worth is INR \_\_\_\_\_ Crores (Indian Rupees \_\_\_\_\_ Crores) or equivalent US\$ as on the last date of the Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.).

All figures are in Crore INR

<b>Particulars</b>	<b>Financial Year or Calendar Year ending DD MMM YYYY (as applicable)</b>
Aggregate value of the paid-up share capital <ul style="list-style-type: none"><li>Fully, compulsorily and mandatorily convertible Preference shares</li><li>Fully, compulsorily and mandatorily convertible Debentures.</li></ul>	[ Insert the amount in Crore INR]
Add: All reserves created out of the profits and securities premium account	[ Insert the amount in Crore INR]
Subtract: Accumulated losses	[ Insert the amount in Crore INR]
Subtract: Deferred expenditure	[ Insert the amount in Crore INR]
Subtract: Miscellaneous expenditure not written off	[ Insert the amount in Crore INR]
<b>Net worth* as on the last date ending Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.</b>	[ Insert the amount in Crore INR]
<b>Minimum Annual Turnover</b>	[ Insert the amount in Crore INR]
<b>Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT)</b>	[ Insert the amount in Crore INR]

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

We have submitted the unconsolidated audited financial statements along with the supporting notes as annexure for the said Financial Year or Calendar Year ending DD MMM YYYY.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before Assam Power Distribution Company Limited for the [RFS name] as per RFS no. \_\_\_\_\_ dated \_\_\_\_\_.

**Signature and Seal of the  
“Chartered Accountant” clearly indicating his/her  
Membership number**



**APPENDIX-VII**

**FORMAT FOR ACCEPTANCE OF PPA TARIFF POST E-REVERSE AUCTION**  
**(To be printed on the letterhead of the Bidder/Lead Member)**

Ref No: \_\_\_\_\_

Dated: \_\_\_\_\_

To,

The Chief General Manager (NRE)  
Assam Power Distribution Company Limited  
Bijulee Bhawan (Annex Building), Paltanbazar, guwahati-1  
E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)

**Sub: Acceptance of PPA Tariff post E-Reverse Auction process**

Dear Sir,

With reference to your RFS name [.....], RFS No. [ .....] dated [ .....], we, having read and examined in detail the Bid Documents and understood their contents, hereby submit our acceptance to the PPA Tariff after completion of E-Reverse Auction process, which shall be final and binding on us. The Price Bid is unconditional and unqualified and valid for one hundred and eighty (180) days from the original Bid Due Date. Please accept our PPA Tariff as quoted in the BoQ valid during the PPA Term for a total capacity of \_\_\_\_\_ MW.

In witness thereof, I/we submit this acceptance under and in accordance with the terms of the Bidding Document.

Thanking you,  
Yours faithfully,

Dated this [insert date] day of [insert month] 2022

Name and seal of the Bidder  
(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)





## **APPENDIX-VIII**

### **Attachment – 1**

#### **TECHNICAL REQUIREMENTS FOR GRID CONNECTED SOLAR PV POWER PLANTS**

The following are some of the technical measures required to ensure quality of equipment used in grid connected solar photovoltaic power projects:

##### **1. SPV Modules**

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

Crystalline Silicon Solar Cell Modules:	IEC 61215
Thin Film Modules:	IEC 61646
Concentrator PV modules:	IEC 62108

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

##### **2. Power Conditioner / Inverter**

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

Efficiency Measurements:	IEC 61683
Environmental Testing:	IEC 60068 -2/IEC 62093
EM Compatibility (EMC):	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical safety:	IEC 62103/ IEC 62109-1&2
Anti-Islanding Protection:	IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards
Safety:	IEC/EN 62109-1: 2010, IEC /EN 62109.2: 2011

##### **3. Other Sub – systems / Components:**

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years

##### **4. Authorized Test Centers:**

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

##### **5. Warranty:**

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.



**6. Identification and Traceability:**

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 250C)
- vi. Wattage, I<sub>m</sub>, V<sub>m</sub> and FF for the module
- vii. Unique Serial No and Model No of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

**7. Performance Monitoring**

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis

**8. Safe Disposal of Solar PV Modules**

The developers will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with relevant rule /regulation / acts as notified by the Government and as revised and amended from time to time.

**9. Capacity of Solar PV Project**

- a. The rate capacity to be installed shall be considered as minimum DC Arrays Capacity and Maximum AC Capacity at the delivery point as described below:

Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Maximum AC Capacity Limit at Delivery point
_____ MW <sub>AC</sub>	_____ MW	_____ MW

- b. For commissioning of the Project, capacity of DC array installed shall be considered in multiple of 5 MW per unit. In case of part commissioning of 15 MW project, each unit shall be required to have minimum 5 MW DC Array Capacity be installed.



## **Attachment – 2**

### **COMMISSIONING PROCEDURE**

*(This is for Reference Only; the Commissioning Procedure will be guided by as per PPA)*

- i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Attachment -1 of the RFS document.
- ii) SPDs shall give to the concerned RLDC/ SLDC, APDCL at least 60 (Sixty) Days advance preliminary written notice and at least 30 (Thirty) Days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the concerned authority during their visit to the Project and documented as per prescribed format.

#### **Documents to be submitted to APDCL:**

The SPD will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date.

1. Covering Letter
2. Board Resolution for Authorized Signatory
3. Invoice (s) of the Major Equipment (s) (including but not limited to module, Inverters/PCUs, Weather Monitoring Stations/DC Cables and transformer etc.)
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Attachment -1.
5. Installation report duly signed by the authorized signatory as per **Attachment -2**.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
7. Electrical Inspector report along with all annexures/ attachments. It would be the responsibility of the SPD to collect the certificate.
8. Connectivity report as per the **Attachment-3**.
9. Synchronization Certificate as per prescribed format issued by AEGCL/APDCL for ascertaining injection of power into grid as per **Attachment -4**.
10. Supporting document for "Consent to Operate".
11. Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/ RLDC.
14. After the submission of the documents by SPD, APDCL shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by APDCL, the same have to be submitted by the SPD.
15. After the proposed commissioning date along with commissioning order is submitted, the commissioning committee formed (APDCL & AEGCL) shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the SPD. In case the committee finds discrepancy/ deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.



**Attachment – 3**

**INSTALLATION REPORT**

*(To be provided by SPD and to be submitted at least 10 days prior to Commissioning Date which shall be verified by Commissioning Committee)*

<b>Sl. No</b>	<b>Particulars</b>	<b>Details</b>
1	Capacity of the Project (MW)	
2	Capacity already commissioned (MW)	
3	Capacity proposed to be commissioned (MW)	
4	Technology used (Mono/ Multi Crystalline/ Thin Film/ Others; please specify along with capacity of each type)	
5	Rating of each module (Wp)	
6	Angle from horizontal at which array is installed	
7	Number of modules installed of each type	
8	Source(s) of the cells installed of each type	
9	Source(s) of the Modules installed of each type	
10	Number of PCUs/ Inverters installed	
11	Source of the PCUs/ Inverters (Name of supplier with address)	
12	Rating of PCUs/ Inverters	
13	Date of Installation of Full Capacity (as per Capacity proposed to be Commissioned)	
	PV Arrays	
	PCUs/ Inverters	
	Transformers	



**Attachment – 4**

**SAMPLE CONNECTIVITY REPORT**  
(To be provided by AEGCL/APDCL)

This is in compliance to the office order of the -----, -----, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>, under RFS No.....dated.....

The details of Solar Power Plant are as under

Name of Solar Power Developer & Location	Capacity Mentioned In PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
<M/s> <Village> <Tehsil> <District.&br/></td> <td data-bbox="408 685 603 1438">&lt;&gt; MW</td> <td data-bbox="603 685 1035 1438">                     Metering Detail at Delivery Point (&lt;Village&gt;)                       S. No. of &lt;kV&gt; CT                      i) &lt;R-Phase&gt;                      ii) &lt;Y-Phase&gt;                      iii) &lt;B-Phase&gt;                       S. No. of &lt;kV&gt; CT                      i) &lt;R-Phase&gt;                      ii) &lt;Y-Phase&gt;                      iii) &lt;B-Phase&gt;                       S.No. of Main&lt;ABT&gt; Meter&gt;                      S.No. of Check &lt;ABT Meter&gt;                      S.No. of Standby &lt;ABT Meter&gt;                      Metering Equipment installed at Receiving end on dated: &lt;&gt;                      220 kV SS, &lt;&gt;, &lt;&gt;, (&lt;Distt.&gt;)                 </td> <td data-bbox="1035 685 1407 1438">                     A) Transformer                      &lt;Make/Type:&gt;                      &lt;Sr. No.&gt;                       B) Inverters                      &lt;Make/Type:&gt;                      &lt;Sr. No.&gt;                       C) Modules &lt;Make: &gt;                      &lt;W&gt;, &lt; W &gt;                      &lt;Total: Nos.&gt;                       D) Switchgear                       Panels                      &lt;Make/Type:&gt;                      &lt;Sr. No.&gt;                      Protection Provided:                      Under/Over voltage,                      Over current &amp; Earth fault.                 </td>	<> MW	Metering Detail at Delivery Point (<Village>)  S. No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase>  S. No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase>  S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> S.No. of Standby <ABT Meter> Metering Equipment installed at Receiving end on dated: <> 220 kV SS, <>, <>, (<Distt.>)	A) Transformer <Make/Type:> <Sr. No.>  B) Inverters <Make/Type:> <Sr. No.>  C) Modules <Make: > <W>, < W > <Total: Nos.>  D) Switchgear  Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipment is as under:

<kV> line from --- to -----, completed on date -----.

Line Bay at < kV > GSS, ----- charged for ---- on -----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on ..... (initial record of Main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date-----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.



**Attachment – 5**

**SAMPLE SYNCHRONIZATION CERTIFICATE**

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----, Village ----- Tehsil/  
Taluka -----, District ----- was Grid connected on ..... (Date) at----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project  
connected on ..... (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

- (i) The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/ DISCOMs
- (ii) Copy of duly signed MRI is to be enclosed.



**Attachment – 6**

**SAMPLE PART COMMISSIONING/ FULL COMMISSIONING CERTIFICATE OF SOLAR PV POWER PROJECT**

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -- ----, Tehsil/ Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record



**APPENDIX – IX**

**Undertaking**

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

To,

The Chief General Manager (NRE)  
Assam Power Distribution Company Limited  
Bijulee Bhawan (Annex Building), Paltanbazar, guwahati-1  
E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)

Sub: Response to RFS for “Selection of Developer (s) for Procurement of 50 MW<sub>AC</sub> Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in the state of Assam on “Build-Own-Operate” basis only for the procurement of solar power by APDCL for a period of 25 years ” dated .....[insert date]

Dear Madam/Sir,

With reference to the aforesaid bid document floated from your end, we M/s ..... (name of the bidder) having our Registered Office at ----- hereby give the following declaration and undertaking:

- i) We hereby declared that we are submitting the bid against the RFS No ----- dated ----- --for development of ----- MW Solar Power Plant in the ----- (District) within the state of Assam as per the terms and conditions of the bid document.
- ii) We hereby declare that, in the event of being declared us as successful bidder in the bidding process, the undertaking “**GENERAL DECLARATION AND UNDERTAKING**” and “**MEMORANDUM OF UNDERSTANDING**” as annexed in APPENDIX – X & APPENDIX – XI respectively of this RFS will be submitted within 12 month from the date of signing of PPA.
- iii) We further declare that, irrespective of any event of default on our part in submission of documentary evidence in support of identification of land as per para (ii) above, the scheduled commercial date of operation (SCOD) shall be considered from the date of signing of PPA as per terms of the RFS and APDCL shall be entitled to deduct any penalty for delay thereon as per terms of the PPA.

Yours faithfully

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

Date:





**APPENDIX – X**

**GENERAL DECLARATION S AND UNDERTAKINGS**

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

**Place: Guwahati  
Date:**

To,

The Chief General Manager (NRE)  
Assam Power Distribution Company Limited  
Bijulee Bhawan (Annex Building), Paltanbazar, guwahati-1  
E-mail: [gmnre.apdcl@gmail.com](mailto:gmnre.apdcl@gmail.com)

RFS No: ..... Date .....

Dear Sir (s),

With reference to the aforesaid bid document floated from your end, we M/s ..... (name of the bidder) having our Registered Office at ..... hereby give the following declaration and undertaking:

2. It is hereby declared that we are submitting the bid against the RFS for development of ----- MW Solar Power Plant in the ----- (District) within the state of Assam as per the terms and conditions of the bid document.
3. We hereby declare that plot(s) of land measuring to ----- Bighas ----- Kotha and ----- Lechas has been identified. Accordingly, a Memorandum of Undertaking (MOU) has been signed with the owner of the land. The same is enclosed herewith as **APPENDIX – XI**.
4. We hereby declare that, in the event of being declared us as successful bidder in the bidding process, the plot of land will immediately be procured / purchased by us for the intended purpose.
5. We hereby declared that, all relevant documents in support of possession of the specified land viz. (i) Lease Agreement copy, (ii) Patta / Jamabandi copy of the concerned land, (iii) up to date Land revenue payment receipt (iv) Non – encumbrance certificate from District Administration and /or any other details as sought by APDCL on the basis of submission if necessitated to confirm the right title and possession of the land prior to signing of the PPA.
6. We further declare that, irrespective of any event of default on our part in submission of land related documents, the scheduled commercial date of operation (SCOD) shall be considered from the date of signing of PPA as per terms of the RFS and APDCL shall be entitled to deduct any penalty for delay thereon as per terms of the PPA
7. We further declare that, no request / claim of relaxation in any terms of the PPA in regard to deduction of Liquidated Damages by APDCL extension of SCOD etc. shall be made by us and decision of APDCL shall be accepted without any objection
8. We further declare and agree to defend, indemnify and hold harmless APDCL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of us, or by an officer, director, sub – contractor, agent or employee representing us in regard to acquisition of the identified land.

We hereby agree and confirm that any breach of the above undertaking shall tantamount to be the breach of the terms and conditions of the RFS and APDCL shall be at liberty to take such action against us including revocation of both EMD as well as PBG as APDCL may deem fit.

Yours faithfully,  
For and on behalf of

(Authorized representative of the Bidder)  
(Bidder details with Seal)



**APPENDIX – XI**

**MEMORANDUM OF UNDERSTANDING**

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

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is executed at ..... on ..... day of ....., 202....

BETWEEN

M/s \_\_\_\_\_, a company incorporated under the companies Act, 1956, and having its Registered office at \_\_\_\_\_ India, (Hereinafter referred to as the “Company” or “Bidder” or “Buyer”, which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.) as party of the **FIRST PART.**

**AND**

Sri \_\_\_\_\_ son/daughter/husband/wife of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ Village/Town \_\_\_\_\_, road/street \_\_\_\_\_, Police Station \_\_\_\_\_, Mouza \_\_\_\_\_, District \_\_\_\_\_, Assam –(<PIN>) (hereinafter referred to individually, as “Land Owner” or “Seller”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the **SECOND PART.**

Hereinafter both the parties mentioned above are collectively referred to as “Parties” and individually as “Party”, as the context demands

**WHEREAS**

- (A) The “Buyer” intends to participate in the Request for Selection (RfS) No -----issued on ----- by the Assam Power Distribution Company Limited (hereinafter called “APDCL”) who invites the prospective Bidders to offer for setting up of an aggregate capacity of ..... MW ground mounted solar Photovoltaic power projects (hereinafter referred to as the “Commercial Project”) in the state of Assam and to sell out the entire generated energy to APDCL.
- (B) The “Buyer” intends to procure a plot of land measuring \_\_\_\_\_ Bighas \_\_\_\_\_ Kathas and \_\_\_\_\_ Lechas that is estimated to be adequate for setting up a ground mounted solar power project having an installed capacity of about <XX MW> <(in words) Megawatt> in the \_\_\_\_\_ district of Assam under Build-Own-Operate (BOO) mode.
- (C) The “Seller” is the absolute owner of the plot of land measuring \_\_\_\_\_ Bighas, \_\_\_\_\_ Katha, \_\_\_\_\_ Lechas covered by Dag No. \_\_\_\_\_ pertaining to the Patta No. \_\_\_\_\_ of \_\_\_\_\_ Revenue village map under \_\_\_\_\_ Mouza in \_\_\_\_\_ district of Assam under his direct possession and ownership.
- (D) “Seller” wishes to sell a plot of lands (hereinafter referred to as the “Property”) measuring \_\_\_\_\_ Bighas, \_\_\_\_\_ Katha, \_\_\_\_\_ Lechas covered by Dag No. \_\_\_\_\_ pertaining to the Patta No. \_\_\_\_\_ of \_\_\_\_\_ Revenue village map under \_\_\_\_\_ Mouza in the \_\_\_\_\_ district of Assam to the Buyer only for setting up of \_\_\_\_\_ MW ground mounted solar power plant for sale of power to APDCL.
- (E) The “Seller” has agreed to sell and enter into the present MOU with “Buyer” on the following terms and conditions:

**NOW THEREFORE THIS MOU WITNESSETH AND IT IS HEREBY AGREE BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. That the Seller agrees that he has full knowledge of all laws / notifications / rules etc. applicable and relevant to the purchase and acquisition of immovable properties in Assam and the arrangement pertaining to the said Property in particular which have been explained by Company and understood by the Seller.



2. That the Buyer has been the relevant documents / paper pertaining to the said Property and is fully satisfied that the seller has the absolute right and authority to sell the said Property.
3. The Seller hereby States and confirm that, till date, no commitment / written agreement has been made to any person / entity etc. for sale of the aforesaid plot of land other than the Buyer under this MOU. Further, it is confirmed that the Seller shall not enter into any commitment with any other party / entity for the sale of the Property. For any deviation /variation on this statement the Seller shall accept any liability applicable as per law.
4. The Seller has hereby declared and confirmed that the aforesaid plot of land s is free from all encumbrances and that the Seller has the absolute right and power to transfer the sale to the Buyer herein.
5. The Seller has hereby declared and confirmed that the aforesaid plot of land shall be kept reserved for sale to the Buyer with a validity period upto 6 (months) from the date of signing of this MOU.
6. It is hereby confirm by both the seller and the Buyer that they have mutually agreed and accepted all the relevant terms including price, responsibility etc.
7. The Actual possession of the Property shall be handed over by Seller to the Buyer before signing of the PPA between the Buyer and APDCL
8. Both the Parties hereby declared and confirm that on execution of this MOU, they will not deal with anyone else and will abide by the terms and conditions of this MOU.
9. This MOU shall be valid for a period of 6 (six) months from the date of its signing.
10. That all the expenses for the execution and registration of this MOU shall be borne by the Buyer.
11. The area of the plot of land is only estimated to be adequate. However, during/before/after execution of the project, as the case may be, the actual requirement of land may change and the Buyer and Seller irrevocably agree to it, subject to limitation of plus or minus 10%.

This MOU has been executed at \_\_\_\_\_, the property is situated at Assam and hence it is subject to the jurisdiction of the courts of law in Assam

IN WITNESS WHEREOF the parties to this MOU have put their signatures and executed this deed in their sound position of mind, without any coercion, under influence, pressure from anybody whom so ever, on the \_\_\_\_\_ Day of \_\_\_\_\_, 20..... in presence of the following witnesses.

**Seller**

Signature  
Name  
Seal

**Buyer**

Signature  
Name  
Seal

**WITNESS**

(1) xxxxxx

Signature  
Name  
S/o/W/o/D/o  
Mobile No

(1) xxxxxx

Signature  
Name  
S/o/W/o/D/o  
Mobile No

(2) xxxxxx

Signature  
Name  
S/o/W/o/D/o  
Mobile No

(2) xxxxxx

Signature  
Name  
S/o/W/o/D/o  
Mobile No