

REQUEST FOR SELECTION DOCUMENT

FOR

**GRID CONNECTED
SOLAR PHOTO VOLTAIC PROJECTS
OF 2000 MW
TO BE SET UP ANYWHERE IN INDIA**

(Under Open Category)

(RfS No.: RE-CS-0000-BOO-3)

Tender Search Code (TSC):- NTPC-2018-TN000002

ISSUED BY:

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NOTES:

1. Though adequate care has been taken while preparing the Request for Selection (RfS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately within ten days from the date of issue of the RfS documents on the website of <https://www.tcil-india-electronictender.com>.
2. NTPC Limited (NTPC) reserves the right to modify, amend or supplement this RfS document.
3. Though this RfS document has been prepared in good faith, neither NTPC nor its employees or advisors make any representation or warranty, expressed 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 document, even if any loss or damage is caused by any act or omission on their part.

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Section 1

Introduction

INTRODUCTION

- 1.0 NTPC Limited (hereinafter called NTPC) intends to procure solar power up to capacity of 2000 MW through Competitive Bidding Process (conducted online followed by reverse auction). After conclusion of bidding process NTPC shall enter into Power Purchase Agreement (PPA) with the selected Bidders, based on this RfS for purchase of Solar power for a period of 25 years from the Scheduled Commissioning Date of the project based on the terms, conditions and provisions of the RfS and PPA.
- 1.1 This document is for selection of Solar Power Developers (SPDs) for setting up Grid-connected Solar-PV Power Projects of aggregate capacity of **2000 MW** on the land to be identified & arranged by the SPDs in anywhere in India. The solar power produced by the selected SPDs from their respective Solar-PV Power Projects, will be purchased by NTPC and would be sold to the State Utilities/ Discoms/any other Beneficiaries.
- 1.2 The minimum project size will be **50 MW** and in multiples of 10 MW thereafter under OPEN category.
- 1.3 The bidders will be short-listed by the process of e-bidding (**Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid**) to be followed by reverse auction process for selection of bidders. E-bidding is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, NTPC Ltd. is using the portal <https://www.tcil-india-electronictender.com> of Telecommunications Consultants India Ltd (TCIL), a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Section 2

Definitions

Definitions

2.0 Definitions

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

"Affiliate" shall mean a Company that, directly or indirectly, Controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;

"Applicable Tariff" shall be the quoted Tariff by the selected Project Developers.

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

"Bidding Company" shall refer to such single company that has submitted the response in accordance with the provisions of this RfS;

"Bidding Consortium" or "Consortium" shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RfS;

"Capacity Utilisation Factor" or "CUF" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Capacity at the "Delivery / Inter- connection / Metering Point";

"Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;

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

"Control" The control shall mean holding more than 50% of paid-up share capital;

"Commercial Operation Date" shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be

“CTU or Central Transmission Utility” shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Electricity Act 2003;

“Financial Closure” shall mean arrangements of necessary funds by the Project Developer either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan and fulfilling all requirements mentioned in clause 3.27 of RfS.

“Group Company” of a Company shall mean:

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

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

“Inter-connection point /Delivery/Metering point”

Shall mean the point at 220 kV or above at the CTU Sub Station where the power from the Solar Power Project is injected into the Inter State Transmission System (ISTS). Metering shall be done at low voltage bus bar of this interconnection point where the power will be injected into the ISTS i.e. the Delivery point.

The SPD shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as applicable, amended and revised from time to time.;

“Joint Control” shall refer to a situation where control is equally distributed among the interested parties.

"Paid-up share capital" shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;

Paid-up share capital includes:

Paid-up equity share capital and

Fully, compulsorily and mandatorily convertible Preference shares and

Fully, compulsorily and mandatorily convertible Debentures.

"Lead Member of the Bidding Consortium" or "Lead Member": There shall be only one Lead Member, having the shareholding more than 50% in the Bidding Consortium and cannot be changed till 1 year of the Commercial Operation Date (COD) of the Project;

"Letter of Intent" or "LOI" shall mean the letter issued by NTPC Ltd (NTPC) to the Selected Bidder for award of the Project.

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

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event, where specified, else a calendar month;

"Parent" shall mean a Company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

"Part Commissioning" the Project will be considered as part commissioned if all equipment as per acceptable project capacity less than contracted project capacity has been installed and energy has flown into grid;

"Project" shall mean the solar power generation facility of rated Installed Capacity. Project is defined by separate points of injection into the grid at interconnection point/delivery point/ metering point at CTU substation. Each project must also have separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, and all the other assets, buildings/structures, equipments, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;;

"Project Company" shall mean the Company incorporated by the Bidder as per The Companies Act, 1956 or the Companies Act, 2013 as applicable;

"Project Commissioning" the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid;

"Project Financing Arrangements" shall mean arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan;

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

Scheduled Commissioning Date shall be 13 months from the Effective Date of PPA for Projects with Capacity less than 250 MW and shall be 15 months from the Effective Date of PPA for Projects with Capacity of 250 MW or more

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

"Solar PV Project" shall mean the Solar Photo Voltaic power project that utilises sunlight for direct conversion into electricity through Photo Voltaic technology;

"STU or State Transmission Utility" shall mean the Board or the Government Company notified by the respective State Government under Sub-Section 1 of Section 39 of the Electricity Act 2003;

"Trading Margin" Shall mean margin payable towards the services provided by NTPC for sale of solar power to Discom(s) or any other entity, which shall be Rs 0.07/kWh.;

"Ultimate Parent" shall mean a company, which owns not less than fifty one percent (51%) of paid up share capital either directly or indirectly in the Parent and Affiliates.

Section 3

Information

and

Instructions to Bidders

Section 3

3.0 INFORMATION AND INSTRUCTIONS TO BIDDERS

RfS document is available for download, free of cost from the web-site of TCIL at <https://www.tcil-india-electronictender.com>. A link of the same is also available at www.ntpctender.com.

Note: - Interested bidders have to procure the **OFFICIAL COPY** of RfS & other documents after getting registered with TCIL (Refer Annexure-4). If only free copy of RfS documents are downloaded from TCIL website or RfS documents are downloaded **without confirmation or without generating official copy serial number**, then the bidders will not be able to submit the bids. For further assistance, please contact TCIL helpdesk at +91 11 26241790.

Transfer of RfS documents downloaded by one intending bidder to another is not permitted.

3.1 Total Capacity Offered

Grid-connected Solar PV Power Projects for aggregate capacity of **2000MW under “OPEN category”**.

Selection of Solar Power Developers (SPDs) will be carried out through e-bidding process. The projects will be setup on the land to be identified & arranged by the bidders anywhere in India.

The interested Project Developers are required to participate in the Request for Selection (RfS) for installation of Grid-connected Solar Photovoltaic Power Plants on Build-Own-Operate (B-O-O) basis.

3.2 Capacity of each Project

The minimum capacity of each Project shall be **50 MW** and in **multiples of 10 MW thereafter** and the aggregate capacity of solar projects selected through this RfS will be **2000 MW**. Project Capacity in MW is the installed Capacity of the Power Project / Maximum Power Output (AC) from the Solar Power Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day. A bidder can offer projects at multiple location subject to each project has minimum capacity of 50 MW. **However, Bidder shall quote a single tariff for entire of its projects' capacity offered.**

3.3 Processing Fees

Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website <https://www.tcil-india-electronictender.com> along with a non-refundable processing fee as mentioned below through Demand Draft in favour of “NTPC Limited” payable at Noida/New Delhi only:

Cumulative Project capacity quoted by bidder	Processing Fee
For 50 MW	Rs. 3 Lakh + Applicable GST@18%
Above 50 MW up to 100 MW	Rs. 5 Lakh + Applicable GST@18%
Above 100 MW up to 250 MW	Rs. 10 Lakh + Applicable GST@18%
Above 250 MW up to 500 MW	Rs. 20 Lakh + Applicable GST@18%
Above 500 MW	Rs. 30 Lakh + Applicable GST@18%

The processing fee is to be submitted offline along with other documents at NTPC office at NOIDA before last date and time of submission of bids as per clause 3.12.4.1 of this RfS document.

A bidding Company/Consortium will be eligible to participate in the bidding process only on submission of RfS along with the Processing Fee.

The bidder is required to pay the Processing Fee including applicable GST which is presently applicable @18%.

3.4 Critical Date Sheet for activities involved in the RfS (through e-bidding Process):

Registration and Downloading of RfS document Date & Timing	From 13:00 Hrs (IST) on 10/03/2018 To 17:00 Hrs (IST) on 02/04/2018
Last date for receipt of queries on RfS from the prospective bidders and Pre-bid Conference Date and time Venue of Pre bid conference	On 05/04/2018 at 11:00 Hrs (IST) Engineering Office complex, NTPC Ltd.,A-8A,Sector 24, NOIDA, UP 201301
Last date and Time for a) on line submission of bid and b) All documents as per Clause 3.15 physically at NTPC office, NOIDA	On 23/04/2018 at 17:00 Hrs (IST)
Technical Bid Opening Date & Time	On 24/04/2018 at 11:00 Hrs (IST) onwards
Financial Bid Opening	Prior to start of Reverse Auction
Date and time for start of Reverse Auction	To be intimated to all bidders separately.

3.5 Bidding for Solar Power Projects

Bidders may submit online response to Request for Selection (RfS) for setting up of Grid-connected Solar PV Projects under this scheme as per the terms & conditions of this RfS.

3.6 Location of Solar Project

3.6.1 The bidders are free to locate their Solar PV Project(s) anywhere in India on the land to be identified and purchased/leased by the bidder.

3.6.2 The bidder shall indicate the proposed location of the projects at the time of bid submission in Format-6.1. However, the successful bidder shall have option to change the Project location before the Financial Closure as per Clause 3.27 of RfS.

3.7 Number of Response to RfS by a Company

3.7.1 There is no upper limit on the number/capacity of Project(s) to be bid by a bidder. However, the bidder shall have to meet the Qualification Requirements for shortlisting of Bids/Projects.

3.7.2 Bidding Company, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit one single application in the prescribed format detailing all projects for which the bidder is submitting the application. Statement for the same is to be submitted as per Format for Disclosure (**Format – 6.8**).

3.8 Qualification Requirements

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium. Short-listing of Bidder for opening of Financial Bid will be based on meeting the Qualification Requirements specified below:

3.8.1 Companies Eligible for Participation:

- (i) Companies incorporated in India under the Companies Act, 1956 or Companies Act, 2013 as applicable;
- (ii) A foreign company can also participate on standalone basis or as a member of consortium at RfS stage. But before signing of PPA, keeping the original shareholding unchanged it has to form an Indian Company registered under the Companies Act, 1956 or Companies Act, 2013 as applicable;
- (iii) A Bidding Consortium (that may/ may not have a foreign company) can participate at RfS stage;

3.8.2 Financial Criteria

(i) Net Worth

The Net Worth of the bidder should be equal to or greater than the value calculated at the rate of Rs.1.00 Crore or equivalent US\$ per MW (as per Note 1 below) of the project capacity as on last date of financial year 2016-17. The computation of Net Worth shall be based on unconsolidated audited annual accounts of the bidder.

The networth to be considered for this clause will be the total networth as calculated in accordance with the Companies Act.

The Net Worth

=	Paid up share capital.
Add:	Free Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

(a) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalent. However, this condition will not apply in case of listed companies.

(b) Paid up Share Capital will include:

- i. Paid-up equity share capital;*
- ii. Fully, compulsorily and mandatorily convertible preference shares; and*
- iii. Fully, compulsorily and mandatorily convertible debentures*

(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.50 lakhs/MW** of the quoted capacity during the previous financial year 2016-17. 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.10 Lakhs/MW** of the quoted capacity, as on the last date of previous financial year, 2016-17.
- c. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **Rs.12.5 Lakhs/MW** of the quoted capacity, 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.

The net worth and liquidity parameters to be considered for the above purpose will be the cumulative net-worth and liquidity parameters of the Bidding Company or Consortium together with the Net Worth and liquidity parameters of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) paid up share capital in each Company whose accounts are merged in the audited consolidated account.

A foreign company can participate on standalone basis or as a member of consortium at RfS stages. In case of foreign company participating on standalone basis and its selection as successful bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA. In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, the **clause (iii)** as below shall be applicable.

The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements as per (i) and (ii) above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the Parent Company and/or the Affiliates undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.

Note 1. : *For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) USD / INR of State Bank of India prevailing on the date of closing accounts for the respective financial year as certified by the bidder's banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.*

(iii) For Bidding Consortium:

If the response to RfS is submitted by a Consortium the financial requirement as per clause 3.8.2 (i) and (ii) above shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement as per clause 3.8.2 (i) and (ii) above to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Bidding Consortium.

For computation of Net Worth of members, methodology as provided in clause 3.8.2 (i) above shall be followed.

Any Consortium, if selected, shall for the purpose of sale of power to NTPC, incorporate a Project Company with equity participation by the Members in line with Consortium Agreement (to be submitted along with RfS) before signing the PPA with NTPC i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding more than 50% of the voting rights) shall not change from the RfS application date till one year after the Commercial Operation Date (COD) of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to one year after the COD of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the Project Company.

3.8.3 Other Criteria

The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect as per the Format- 6.6A.

3.9 Technical Criteria and Connectivity with the Grid

3.9.1 Technical Criteria

This RfS requires deployment of only Solar PV Technology projects. However, the selection of the projects would be technology agnostic and crystalline silicon or thin film or CPV, with or without trackers can be installed. The Bidder shall deploy commercially established and operational technologies to minimise the technology risk and to achieve commissioning of the Projects. Detailed technical parameters for Solar PV Projects to be selected are specified at **Annexure - 1**.

The developer has the option of Leasing Solar Plant Equipments from Foreign Parent/Affiliate.

3.9.2 Connectivity with the Grid

- i. The Solar Power Plant should be designed for inter-connection with the ISTS system in accordance with the prevailing CERC regulations in this regard. SPD shall be responsible for getting ISTS connectivity and Long Term Access (LTA) for the solar projects. Solar power from the projects selected through this RfS shall be evacuated through CTU sub-station. Any Transmission losses/charges up to delivery point shall be borne by the Project developer.
- ii. For interconnection with the grid and metering, the SPD 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). Minimum voltage for interconnection at the ISTS shall be 220 kV
- iii. The Project Developers should indicate to the transmission - licensee the location [Tehsil, Village and District, as applicable] of its proposed project. The Project Developer shall submit a letter from the CTU confirming technical feasibility of connectivity of the plant to CTU substation at the indicated location at the time of financial closure as per **Format – 6.10**.
- iv. The entire cost of Transmission from the Project up to the interconnection point/Delivery Point/Metering Point including cost of construction of line, wheeling charges, losses etc. (as applicable) will be borne by the Project Developer and will not be reimbursed by NTPC or met by the STU / CTU / DISCOMs.
- v. The responsibility of getting Transmission Connectivity and Long Term Access to the transmission system owned by the CTU will lie with the Project Developer and shall be at the cost of SPD.
- vi. Penalties, fines and charges imposed by the CTU under any statute or regulation in relation to delay in commissioning of the project shall be payable by the Solar Power Developer to the extent the delay is attributable to the solar power developer.
- vii. The solar Power Developer shall be entitled for Generation Compensation for Offtake Constraints as provided in the Annexure-3 (Draft Power Purchase Agreement) of this RfS.

3.10 Capacity Utilization Factor (CUF)

The CUF of the solar PV projects selected through this RfS, shall not be less than 19%.

3.11 Short-listing of Bidders for Opening of Financial Bids

NTPC shall evaluate only those responses to RfS, which are submitted on-line on the earmarked website by the due date and time. The responses will be evaluated based on the Qualification Requirement and all the responses meeting the Qualification Requirements shall be considered for opening of their Financial Bid (first round tariff bid).

3.12 Selection of Solar Power Developers

3.12.1 This sub-clause is not in use.

3.12.2 **The bidders will have to submit bids quoting a fixed levelled tariff for entire project duration of 25 years.** This will be the “First Round Tariff Bid” of the Bidder after which the shortlisted bidders shall be invited for the Reverse Bid Auction.

3.12.3 This sub-clause is not in use.

3.12.4 Methodology for Selection of Solar Project Developers (SPDs): -

The methodology to be adopted for selection of SPDs is mentioned below:

3.12.4.1 All the bidders will be required to submit online bids (e-bids) on the electronic platform of M/s TCIL. The bidders will be shortlisted by ‘Single Stage – Two Envelope’ bidding process followed by reverse auction among shortlisted bidders.

Documents to be submitted Offline

Following documents are to be submitted offline in a sealed envelope at NTPC Office EOC - Noida on or before the end date and time of bid submission: -

- i. Instrument towards Processing Fee;
- ii. Bank Guarantee towards EMD (in original) as per **Clause 3.24**;
- iii. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;
- iv. Original Integrity Pact (Details mentioned in **Clause 3.34** below) signed by Authorized representative of Bidder.
- v. Certificate of Compliance as per **Format 6.13a**.
- vi. Certificate towards compliance of Fraud Prevention Policy as per **Format 6.14**
- vii. Pass-phrase of Technical and Financial Bids each sealed in separate envelopes.

In case requisite Processing Fees and/or EMD (as per Clause 3.24) and/or Integrity Pact (as per Clause 3.34) and/or Certificate of Compliance to All Provisions and/or Certificate of Compliance of Fraud Prevention Policy are not submitted before the end date and time of bid submission then bid shall be rejected and returned unopened.

First Envelope (Technical Bid)

In the first envelope the bidders will be required to submit the documents related to Qualifying Requirements and other required documents.

Excel Sheet No. RE-CS-0000-BOO-3 has been uploaded by NTPC along with RfS document on TCIL website. Bidders have to download this excel sheet and upload the same (in .xls or .xlsx format only) after filling all the required information. **The bidders may note that in case of any contradiction between the information contained in the Excel Sheet and the Technical bid, the details of the Technical bid will prevail. Further First Envelope containing Technical Bid and Excel Sheet must not contain any information relating to Financial Bid to be submitted online in Second Envelope.**

Second Envelope (Financial Bid)

In the second envelope bidders will be required to submit "first round tariff bid".

Second Envelope (containing first round tariff bid) of only those bidders shall be opened who are found to be technically qualified. After evaluation of technical bid, if a bidder is found to be qualified for lower capacity of Projects than that applied, the Price quoted by the bidder (i.e. first round tariff) in the Second envelope will be considered valid for lower capacity of Projects and the bidder will have to accept the lower capacity of projects than applied for, if found successful after closing of Reverse Auction. However, if a bidder is found to be qualified for less than 50 MW capacity as per qualifying requirement then they shall be considered disqualified for this tender.

3.12.4.2 Reverse Auction

Intimation of Date and Time of Reverse Auction:

At-least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by email to all bidders whose technical bids have been opened. However from this advance intimation it shall not be construed by the bidders that they have been short-listed for Reverse Auction. Further at-least two hours before the schedule start time of reverse auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders who have been short-listed based on the criteria mentioned at **clause 3.12.4.3**. A separate email will also be issued by NTPC to shortlisted bidders informing the start time of reverse auction along with capacity of projects for which they are qualified.

Since the Reverse Auction will be conducted in a separate module at TCIL platform, the bidders will be required to assign the reverse auction to Marketing Authority; complete all pre-requisite and configure their system for participation in Reverse Auction in advance before commencement of Reverse Auction. On E-Reverse Auction overview page, the bidders are advised in their own interest to view their start price (which shall be same as their 'first round tariff' and displayed in Bidder's window as 'My Financial Bid Price') and the capacity of Projects for which they have been considered qualified (which will be displayed under Quantity). In case there is any discrepancy in the Start Price and the 'First Round Tariff' of any bidder, the same shall be immediately intimated to

NTPC before start of Reverse Auction otherwise the Start Price will be considered final and binding on that bidder. A wrong and misleading intimation in this regard may lead to disqualification in further tendering process and award. Short-listed bidders for Reverse Auction will be able to login into the TCIL website of reverse action at least 15 minutes before the start time of reverse auction.

The bidders may note that the person who has been authorized to sign and submit the bid at the time of submission of Technical and Financial bid may only be authorized to participate in the Reverse Auction process on behalf of the bidder as any price submitted by the bidder during the Reverse Auction will be considered final and binding on that bidder as if it had been submitted initially in the Financial bid without requiring any further authentication from the bidder..

3.12.4.3 Ranking and Short-listing of bidders for Reverse Auction:

All those bidders who are found to be technically qualified, will be ranked according to the quoted first round tariff bid, with highest ranking (Rank 1) to that bidder who has quoted the lowest first round tariff bid and so on.

If the first round tariff bid is same for two or more bidders, then the bidder with higher net worth shall be given higher ranking. In case the net worth of bidders are also same, then relative ranking shall be decided through draw of lots.

Out of all qualified bidders, short-listing will be done for Reverse Auction as under:

A. When cumulative capacity of technically qualified bidders > 2500MW

All the qualified bidders shall be invited for Reverse Auction other than one lowest ranked bidder based on First Round Tariff bid i.e. the bidder quoting the highest first round tariff (i.e. H1) subject to the condition that after removal of H1 bidder, the cumulative capacity remains greater than 2500MW. In case, after removal of H1 bidder, the cumulative capacity of technically qualified bidders becomes less than 2500MW then all the technically qualified bidders will participate in reverse auction.

B. When cumulative capacity of technically qualified bidders <= 2500MW

All the technically qualified bidders will be shortlisted for Reverse Auction. However, in such case the offered capacity for award by NTPC as per Clause 3.1 shall stand reduced to 80% of the cumulative capacity of technically qualified bidders or shall be reduced by the capacity of the H1 bidder, whichever is less.

For the purpose of determination of the lowest Ranked bidder, if there is a tie among two or more bidders based on First Round Tariff Bid, the bidder with the lowest net worth among these bidders will be considered having lowest rank than the other bidder(s).

At the start of the reverse auction process, the first round tariff bid along with the qualified capacity of Project(s) (lower of the applied capacity of projects or

technically qualified for as per Financial criteria) of short-listed bidders shall be fed as their first quoted tariff and Project(s). The minimum decrement value for Reverse Auction is 0.01 INR i.e. one paisa.

Bidders can quote any value lower than their quoted tariff. However, no upward revision of quoted tariff will be allowed. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff by any number of decrements. Further, in Reverse Auction no revision in capacity of Project(s) for which a bidder is considered qualified after evaluation of technical bid is allowed. The bidder shall not have the option of changing the capacity of projects while quoting tariff.

The initial auction period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, the reverse auction process will get closed.

During the reverse auction, the following information will be displayed in the bidder's bidding window:

1. His First Round Tariff Bid as their Start Price initially and there after last quoted price and capacity of Projects for which he is qualified,
2. The list of last quoted price (i.e., Last Bid Value) along with qualified capacity of projects of all bidders with their Pseudo Identities and their time of quote.

3.12.4.4 Selection of Successful Bidders

After the reverse auction is closed, bucket filling will be done based on the ranking of bidders and capacity of qualified Projects. The lowest quoting bidder will be allotted its qualified capacity of Project(s) and then, next higher bidder will be allotted its qualified capacity of Project(s) and so on, at their respective last quoted tariff till the offered capacity of Projects is fully allotted.

In case of tie among two or more bidders (i.e. their last quoted tariff being same), the resolution shall be done as under:

- i) The First Criterion shall be the time stamping of last tariff bid. The preference shall be given to that bidder who has quoted its last tariff bid earlier than other such bidders.
- ii) The Second Criterion shall be the evaluated net worth by NTPC. The bidder with higher evaluated net worth shall be given preference over other such bidders.

These criteria shall be applied in the sequence as mentioned above. If the tie still remains unresolved, the relative ranking of such bidders shall be decided through draw of lots at NTPC EOC office at designated date and time among such bidders in the presence of their authorized representatives.

Further if a bidder who has been invited for the reverse auction does not reduce its tariff bid or does not participate in the reverse auction for any reason whatsoever, its first round tariff bid shall be considered its final bid price in the reverse auction.

The time stamping of all such bidders shall be the time of commencement of reverse auction.

In case the capacity of Projects offered by last selected bidder is higher than the capacity of Projects to be selected for meeting the cumulative capacity of all the Projects under the RfS, the capacity of Projects of last selected bidder shall be reduced so as to meet the cumulative capacity of all the Projects to be selected under the RfS subject to the minimum reduced capacity is not less than 50 MW.

A detailed auction mechanism is enclosed at **Annexure - 5**.

In all cases, NTPC decision regarding selection of bidders through Reverse Auction or otherwise based on First Round Tariff bid or annulment of tender process shall be final and binding on all participating bidders.

At the end of selection process, a Letter of Intent (LoI) will be issued to all the successful Bidders.

Note:

- 1- NTPC reserves the right to verify the documents furnished by the bidders at the time of submission of RfS including availability of the Net Worth and other Financial Criteria to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA.

Before signing the PPA, NTPC will ask the successful Bidder to furnish the Memorandum & Articles of Association of Project Company/Project Developer (highlighting the relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development) in case the same was not available in the Memorandum & Articles of Association of the Bidder at the time of submission of Bid. If at any stage it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any way then the EMD shall be forfeited and the agency shall be blacklisted for an appropriate period decided by NTPC.

3.13 Not Used

3.14 Power Purchase Agreement (PPA)

Power Purchase Agreement shall be signed between NTPC and successful bidders. A copy of Power Purchase Agreement to be executed between NTPC and the Selected Bidder(s) is enclosed at **Annexure - 3**. The PPA shall be executed within 30 days of the date of issue of Letter of Intent. Separate PPA will be executed between NTPC and SPD for each Project. The PPA shall be for a period of 25 years from the Scheduled Commissioning Date of the Project.

The developers will be free to reconfigure and repower their plants from time to time during the PPA duration at their own cost without any recourse to NTPC. However, NTPC will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) i.e. within agreed energy quantum in PPA.

The developers would be free to sell any excess generation which is in excess of the quantum of power agreed to be supplied under the Power Purchase Agreement from Scheduled Commissioning Date either to NTPC or to sell it to any other entity, **provided first right of refusal will vest with NTPC**. Such excess energy, if accepted by the Discom(s)/beneficiaries, may be purchased by NTPC at a Price of **75%** of the tariff **payable to project developer**.

Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Power Developer and NTPC.

3.14.1 The Effective Date of PPA shall not exceed 30 days from issuance of LOI.

3.15 Submission of Response to RfS by the Bidder

The bidder is requested to submit the following documents in originals to the under mentioned address in a Sealed Envelope before end date and time of submission of Bid.

AGM (RE-CS) / Manager (RE-CS)
NTPC Limited
*Renewable Energy - Contract Services,
Engineering Office complex, NTPC Ltd.,
Room No. 220, EOC Annexe, (R&D Building)
A 8A, Sector 24, NOIDA,
UP 201301*

The envelope shall bear (Solar PV Power Project), the RfS No. and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Processing Fee in the form of Demand Draft of requisite amount in favour of "NTPC Limited" payable at Noida/New Delhi.
2. Bank Guarantee towards EMD as per **Format 6.3 A**.
3. Duly signed Original Integrity Pact
4. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS
5. Certificate of Compliance as per **Format 6.13a**.
6. Certificate towards compliance of Fraud Prevention Policy as per **Format 6.14**
7. Pass-phrase of Technical and Financial Bids each sealed in separate envelopes.

The response to RfS shall be submitted electronically in the method specified as per **Clause 3.19** on <https://www.tcil-india-electronictender.com> which should contain the following:

A. First Envelope (Technical Bid): - Bidders shall submit technical bid containing the scanned copy of following documents in SEQUENCE as mentioned below with index and page number duly mentioned on each page and in index: -

1. Covering Letter as per **Format 6.1**;
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by all the other Members of the Consortium shall be provided as per **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) being a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Board Resolutions, as per **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium) and authorizing a person to execute the Consortium agreement;
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement and

- d. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfS) of the Bidding Company / any Member of the Bidding Consortium undertaking to invest the entire amount and submit the requisite Performance Bank Guarantee as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of Bidding Company / Member of the Bidding Consortium to make such investment and/or to submit the requisite Performance Bank Guarantee.
4. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
5. Financial Requirements as per **Format 6.6** as applicable;
6. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established and operational technology as per **Format 6.7**;
7. A disclosure statement as per **Format 6.8** regarding participation of any related companies in this bidding process;
8. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.9**;
9. Checklist for Bank Guarantee as per **Appendix – A**;
10. Memorandum & Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development), Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.

At the time of submission of bid if the Bidder does not have the aforesaid relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development in its existing Memorandum & Articles of Association, the same may be incorporated later in the Memorandum & Articles of Association of Project Company / Project Developer and submit the same to NTPC **within 15 days from the date of issue of Letter of Intent and** before signing of PPA.
11. Apart from above, the bidders have to upload the Excel Sheet No. RE-CS-0000-BOO-3 after filling all the required information (in .xls or xlsx format). This excel sheet has to be downloaded along with RfS document from TCIL website.

B. Second Envelope (Financial Bid): -

Bidders shall submit the Financial bid as per Format 6.11 containing the First round tariff bid (in Rs/kWh). The first round tariff bid shall also be filled online in the electronic form provided at the TCIL portal. The bidders shall quote a single tariff for all the projects applied by them. The Bidder has to accept that the quoted first round tariff bid is valid for capacity of projects qualified for even if the capacity of projects qualified for is less than the capacity of projects quoted for.

First round tariff bid (in Rs/kWh) shall be quoted upto two places of decimal only. If first round tariff bid is offered with more than two digits after decimal, it shall be truncated and considered upto two places of decimal (in Rs/kwh).

- 3.16** Wherever information has been sought in specified formats, the Bidders shall fill-in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format. Any document submitted in format other than that specified in this RfS document may call for rejection of bid.

3.16.1 Modification of Bid

The bidder may modify its bid prior to deadline of bid submission. For the purpose of evaluation, the last modified bid uploaded on TCIL portal shall be considered as final submission.

3.17 The Bidder should note that:

- a. The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of **Clause 3.12**.
- b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong/misleading statement or misrepresents facts in its response to RfS, in any manner whatsoever, NTPC reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the response to RfS submitted online with TCIL website.
- c. If the event specified at 3.17 (b) above is discovered after the Effective Date of PPA, it shall be treated as "SPD Event of Default" under PPA and consequences as specified in PPA shall apply.
- d. Response submitted by the Bidder shall become the property of NTPC and NTPC shall have no obligation to return the same to the Bidder.

- e. All documents of the response to RfS submitted online must be digitally signed by the person authorised by their respective Boards on behalf of the Bidder as per **Format 6.4**.
- f. The response to RfS shall be submitted as mentioned in **Clause 3.15** above. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However NTPC reserves the right to seek additional information or clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- g. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- h. Response to RfS that are incomplete or do not substantially meet the requirements prescribed in this RfS, will be liable to rejection by NTPC.
- i. Response to RfS not submitted in the specified formats will be liable to rejection by NTPC.
- j. Bidders delaying in submission of additional information or clarifications sought by NTPC will be liable to rejection.
- k. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of NTPC of the obligation of the Bidder to furnish the said data/information unless the waiver is given in writing.
- l. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to RfS.
- m. All the information should be submitted in English language only. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.

3.18 Due Date

Bidders should submit the response to RfS online on <https://www.tcil-india-electronicstender.com> as per the schedule specified at **Clause 3.4** above. No offline or late bids will be allowed.

3.19 Method of Submission

Detail instructions to be followed by the bidders for online submission of response to RfS is as stated at **Annexure - 4**.

3.20 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the technical bid opening date ("Bid Validity"). NTPC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. In exceptional circumstances, NTPC may solicit the Bidder's consent to an extension of the initial bid validity period. The request and responses thereto shall be made in writing by email or post or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request to extend the period of bid validity. In such case NTPC will not forfeit its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

3.21 Preparation cost

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

3.22 Enquiries/Clarifications

a. Pre-Bid Meeting

- i. Clarifications/ Doubts, if any, on RfS document may be addressed to AGM (RE-CS) at the address mentioned below on or before the date as mentioned in the **Clause 3.4** above.
- ii. NTPC will make all efforts to respond to the same in the Pre Bid Conference to be held as per **Clause 3.4** above at Engineering Office complex, NTPC Ltd., A 8A, Sector 24, NOIDA, UP 201301. A compiled list of such questionnaire and NTPC's response will be uploaded in the website <https://www.tcil-india-electronicstender.com>. Bidders are required to remain updated with the website. No separate reply/intimation will be given elsewhere. Verbal clarifications & information given by NTPC or their employees(s) or their representative(s) shall not be in any way binding on NTPC.
- iii. Enquiries/ clarifications may be sought by the Bidder in following format on email ID: nabintripathi@ntpc.co.in:

Sl. no.	Clause no. of RfS	Provision of RfS	Query of bidder

The bidders are required to submit the queries in MS Word file also.

<u>Name & Address of the Authorised Person of NTPC:</u> Additional General Manager (RE-CS), Manager (RE-CS)	
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NTPC Limited Renewable Energy - Contract Services, Engineering Office complex, NTPC Ltd., A 8A, Sector 24, NOIDA, UP 201301	Tel: +91-120-4947363/2410722 Fax: +91-120 – 2410251 Email: nabintripathi@ntpc.co.in
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3.22.1 Amendment to RfS Documents

At any time prior to the deadline for submission of bids, NTPC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the RfS documents. The amendment will be uploaded on the website <https://www.tcil-india-electronicstender.com>. Bidders are required to remain updated with the website. No separate intimation will be given elsewhere. The amendment will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

3.22.2 Clarification on Bids

During bid evaluation, NTPC may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

3.23 Right of NTPC to reject a Bid

NTPC reserves the right to reject all or any of the response to RfS or cancel the tender or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the NTPC's action.

3.24 Bank Guarantees

The Bidder shall provide the following Bank Guarantees to NTPC from any of the Banks listed at Annexure - 2 in a phased manner as detailed hereunder:

- i) **Earnest Money Deposit (EMD)** of Rs.10 Lakh/MW in the form of Bank Guarantee (valid for a period of 60 days beyond the Bid Validity period mentioned at clause 3.20 of RfS i.e. 240 days from technical bid opening date) as per **Format 6.3A**. Scanned copy of Bank Guarantee towards EMD is to be submitted along with response to RfS in First Envelope (Technical Bid). However, the Bank Guarantee towards EMD (in original) in a sealed envelope is to be submitted in NTPC Office at NOIDA on or before bid submission date and time. If a bidder extends the period of bid validity pursuant to clause 3.20 of RfS, the validity of EMD shall also be extended so that it remains valid for a period of 60 days beyond the Bid Validity.

- ii) **Performance Bank Guarantee (PBG)** of Rs.25 Lakh/MW for each project as per Format 6.3 B, is to be submitted by the successful bidder to NTPC **within 15 days from the date of issue of Letter of Intent** or before signing of PPA, whichever is earlier. The PBG should be valid for a period of **19 months** from the effective date of PPA. However for the projects with a capacity of 250MW and above, the PBG should be valid for a period of **21 months** from the effective date of PPA. PBG shall be submitted for each project separately.

On receipt and after verification of the Total Performance Bank Guarantee in acceptable form and after signing of PPA, the earlier Bank Guarantee towards EMD would be returned to the Bidder.

Note: In case any extension is given to the Project, the corresponding extension needs to be made in the validity of PBG.

Bank Guarantees issued by foreign branch of a Bank from bank list given in Annexure – 2 is to be endorsed by the Indian Branch of the same bank or State Bank of India.

The EMD of unsuccessful bidders shall be released within fifteen days of the completion of reverse auction process.

The Bank Guarantees have to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act .The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, check-list at **Appendix – A** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees. Bidders have to submit the above check list duly filled in along with Bank Guarantee.

3.24.1 Confirmation of BG towards EMD and PBG through Structured Financial Messaging System (SFMS)/SWIFT

While issuing the physical BG, the Bidder's Bank shall also send electronic message to NTPC's Beneficiary Bank whose details are provided below through secure

SFMS (in case of BGs issued from within India)

or

SWIFT (in case of BGs issued from outside India)

- Bank Details:
- (i) Bank Name: State Bank of India
 - (ii) Branch: Pragati Vihar, New Delhi – 110003
 - (iii) Bank Address: Pragati Vihar, Core-6, SCOPE Complex, Lodhi Road, New Delhi - 110003
 - (iv) IFSC Code: SBIN0020511

3.25 Forfeiture of EMD

The EMD shall be forfeited in following cases:

- a) If the bidder / his representatives commit any fraud while competing for this contract pursuant to “Fraud Prevention Policy” of NTPC mentioned at its website;
- b) If the bidder withdraws or varies the bid during the validity of the bid;
- c) In case, NTPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.12.4.4 or does not execute the PPA, within the stipulated time period.
- d) If the bidder refuses to withdraw, without any cost to NTPC, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of the RfS Document;
- e) If the bidder fails to furnish required Performance Bank Guarantee in accordance with **Clause 3.24**; and
- f) In case the bidder is disqualified from the bidding process in terms of Section 3 & 4 of Integrity Pact.

3.26 Minimum Paid up Share Capital to be held by the Promoter

The Company developing the project shall provide the information about the Promoters and their shareholding in the Company to NTPC indicating the controlling shareholding at the stage of submission of RfS to NTPC.

The Successful bidder, if being a single company, shall ensure that its shareholding in the SPV/ project company executing the PPA shall not fall below 51% (fifty one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of NTPC. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of NTPC. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control till 1 (one) year from the COD except with the prior approval of NTPC. In this case it shall also be essential that the successful bidder shall provide

the information about its promoters and their shareholding to NTPC before signing of the PPA with NTPC.

Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to NTPC.

The expression "control" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

Note: - *In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company may be formed for each project; however the equity commitment (in case of bidding consortium) as informed at the stage of RfS shall be maintained in all the project companies to be formed before signing of PPA with NTPC. Similarly for the Bidding Company, forming a project company with no change in Shareholding shall be permitted from the RfS stage upto PPA, but the controlling shareholding as informed at the stage of RfS shall not change upto one year after COD of the Project. An Indian company can form a Special Purpose Vehicle (SPV) for execution of the Project before signing of PPA. The SPV so formed shall be 100% owned subsidiary of the Bidding Company.*

3.27 Financial Closure or Project Financing Arrangements:

The Project Developer shall report Project Financing Arrangements for the projects within 7 months from the Effective date of PPA.

The project developer would provide evidence that the requisite technical criteria as per **Annexure – 1** have been fulfilled and orders placed / agreements entered into, for supply of plants and equipments for the project.

At this stage, the Project Developer would also furnish, within the aforesaid period, the necessary documents to establish possession in the name of the Project Developer of the required land/ Lease Agreement.

In this regard the Project Developer shall be required to furnish the following documentary evidences: -

- Title of land through sale deed or lease hold rights to establish possession/right to use 100% of the required land for the project in the name of the Project Developer or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the Project Developer prior to Scheduled Commissioning Date. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Beneficiary(ies), in case of default of the Project Developer.
- Certificate by the concerned and competent revenue / registration authority for the acquisition / ownership/ vesting of the land in the name of the Project Developer or its Affiliate.

- Sworn in Affidavit from the authorized person of the developer listing the details of the land and certifying total land acquired for the project under clear possession of the Project Developer
- A certified English translation from an approved translator in case above land documents are in other than English or Hindi Languages.

The bidder has to indicate the proposed location of the projects at the time of bid submission in Format-6.1. However, the successful bidder shall have option to change the Project location before the Financial Closure. At this stage, Project Developer will also be required to furnish letter from CTU confirming technical feasibility of connectivity of the plant to CTU substation at the indicated location. The change of location of the project shall not be permitted after Financial Closure.

In case of delay in achieving above condition as may be applicable, NTPC shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of Force Majeure as per PPA. An extension can however be considered, on the sole request of project developer, on payment of a penalty of Rs.10,000/- per day per MW. This extension will not have any impact on the Scheduled Commissioning Date. The penalty paid by the project developer shall be returned to the project developer without any interest on achievement of successful commissioning up to the rated project capacity within the Scheduled Commissioning Date. However, if the entire capacity of the project is not commissioned within the Scheduled Commissioning Date, then penalty amount shall not be refunded.

3.28 Commissioning:

Part Commissioning:

Part commissioning of the Project shall be accepted by NTPC subject to the condition that the Minimum Capacity for acceptance of first part commissioning and subsequent part(s) shall be 50 MW, without prejudice to the imposition of penalty in terms of PPA, on the part which is not commissioned. The Scheduled Commissioning Date shall not get altered due to part- commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty five) years from Scheduled Commissioning Date.

In cases of early part-commissioning, till Scheduled Commissioning Date, subject to the consent for such purchase by the Discom(s), NTPC may purchase the generation at 75% (seventy-five per cent) of the tariff payable to the project developer. However, in case the entire Project capacity is commissioned prior to SCD, NTPC may purchase energy supplied till SCD at PPA tariff, subject to consent of beneficiary Discom(s) for procurement of such power.

Commissioning Schedule and Penalty for Delay in Commissioning:

The Projects shall be commissioned **within 13 months** from the effective date of PPA. However, Projects with a capacity of 250 MW and above shall be

commissioned within a period of **15 months** from the effective date of PPA. In case of failure to achieve this milestone, the project developer shall pay the liquidated damage in the following manner as specified in PPA:

- (a) Delay up to 150 Days beyond the Scheduled Commissioning Date - NTPC will encash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned, with 100% encashment for 150 days of delay.
- (b) *In case the commissioning of the Project is delayed beyond 150 days beyond the Scheduled Commissioning Date, the tariff shall be reduced at the rate of half paisa (0.50 paisa) per kWh per day of delay for the delay in such remaining capacity which is not commissioned.*

The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the tariff **shall be limited to 25 months** from the effective date of the PPA for Projects with capacity less than 250 MW and **27 months** from the effective date of PPA for the Projects with capacity 250MW and above. In case, the Commissioning of the Project is delayed beyond the maximum time period allowed for commissioning, the Contracted Capacity shall stand reduced/amended to the Project Capacity Commissioned within the maximum time period allowed for commissioning and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.

In the event of change in tariff due to delay in commissioning of Project, the Weighted Average Tariff for the Contracted Capacity shall be applied considering Capacity of project commissioned before and after the Scheduled Commissioning Date and within the maximum time period allowed for commissioning but after changed tariff period, as Weights for determination of Weighted Average Tariff for the period when both the tariffs are applicable.

3.29 Commercial Operation Date (CoD)

Commercial Operation Date shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

3.30 NOT APPLICABLE

3.31 Corrupt or Fraudulent Practices:

NTPC requires that Bidders, Solar Power Developers, etc. observe the highest standard of ethics during the development and operation of Solar Power Project(s). In pursuance of this policy, NTPC:

- (a) defines, for the purposes of this provision, the terms set forth below as follows :

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the development and operation of Solar Power Project(s); and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or in the development and operation of Solar Power Project(s) to the detriment of NTPC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive NTPC of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question and the bid security of the bidder shall be forfeited;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the development and operation of Solar Power Project(s).

3.32 Fraud Prevention Policy:

The Bidder along with its Affiliate/Group Company/associate/collaborators/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and shall immediately apprise NTPC about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid as per **Format 6.14** enclosed with the RfS document. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this tender then the bid security of the bidder shall be forfeited.

3.33 Contacting NTPC

- a. Except for when NTPC has sought some clarification or additional information in writing from the bidder, no Bidder or his representative shall contact NTPC on any matter relating to its bid, from the time of the opening of bids to the time the LOI is issued.
- b. Any effort by a Bidder to influence NTPC decision during the evaluation process before LOI is issued to successful bidder(s) may result in rejection of the Bidder's bid.

3.34 Integrity Pact

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per **Format 6.12** to the RfS Documents which has been pre-signed by NTPC, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. In case of bidder being a Consortium, the signing of Integrity Pact (IP) by all Consortium members is mandatory.

The Integrity Pact (IP) is to be submitted in hard copy along with other documents to be submitted offline as per **Clause 3.12.4.1**. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bid shall not be opened.

Independent External Monitors (IEM)s :

In respect of this tender, the Independent External Monitors (IEM)s would be monitoring the bidding process and the development and operation of Solar Power Project(s) to oversee implementation and effectiveness of the Integrity Pact Program.

The names of Independent External Monitor(s) (IEMs) who have been appointed by EMPLOYER, in terms of Integrity Pact (IP) which forms parts of the EMPLOYER Tenders/Contracts are provided at NTPC website <http://www.ntpctender.com> (under the tab 'Integrity Pact')

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated 'Nodal Officer' in NTPC or directly with the IEMs at following Address:

"The IEMs' Secretariat,
Contracts Services, 6th Floor, EOC,
NTPC Limited, A-8A, Sector-24,
Noida-201301 (UP)."

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of NTPC including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors / JV partners/Consortium member with confidentiality. GM (RE-CS) or his authorized representative shall be the Nodal Officer for necessary coordination in this regard.

- 3.35** If the party, who has downloaded the RfS document, intends to transfer the documents to the proposed consortium who intends to submit its proposal in place of the original recipient, it is permissible provided such party shall be one of the members of proposed consortium. In such event, the proposed consortium shall become the new recipient of the document and all terms and conditions of the document shall apply to the proposed consortium as if the documents were originally downloaded by them. Then lead member of that consortium can quote on behalf of consortium through the member of that consortium who has downloaded the RfS document, provided the person who is submitting the bid on TCIL website

has been given the authorization to submit the bid against the tender as **per Format 6.4.**

3.36 Parent, Affiliate or Ultimate Parent or any Group Company with which the bidding company/member of bidding consortium have direct or indirect relationship cannot bid separately in the same selection process in which the bidding company/member of bidding consortium is participating. In case it is found at any stage that this condition is violated, the response to RfS of all such parties will be rejected and if LOI has been issued or PPA has been signed, the same of all such agencies will be cancelled and the Bank Guarantees of all such agencies will be encashed.

3.37 Ineligibility for Participation in Retenders

Notwithstanding the provisions specified in clause 3.25, if a bidder after having been issued the Letter of Intent either does not sign the PPA pursuant to Clause 3.14 or does not submit acceptable Performance Bank Guarantees pursuant to Clause 3.24 then such bidder shall be treated ineligible for participation in re-tendering of this particular selection process.

Section 4

EVALUATION CRITERIA

Section 4

4.0 EVALUATION CRITERIA

The evaluation process comprises of the following three steps:

1. Step I – Responsiveness check
2. Step II – Bid evaluation
3. Step III - Reverse Auction

4.1 Step I - Responsiveness check

The electronic response to RfS submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Response to RfS not submitted by the due date and time.
- ii) Response to RfS submitted by a Bidding Consortium not including the requisite Consortium Agreement signed by all members
- iii) Response to RfS having Conflict of Interest
- iv) Non submission or incomplete submission of any or all of the requisite documents mentioned at **Clause 3.15**.
- v) In addition to above, any relevant document required as per RfS not submitted in prescribed format

The determination of a bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by NTPC, and may not subsequently be made responsive by the Bidder by correction of the non-conformity or rectifying the cause for Non-responsive, However NTPC may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any bidder, Non-responsive bids will be liable for rejection by NTPC. The EMD submitted against such Non-responsive bids shall be returned to the bidders.

4.2 Step II - Bid evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as prescribed under Section 6 - Formats. This step would involve evaluation of the response to RfS of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this RfS. First the evaluation of technical bid will be done. Then the financial bid (first round tariff bid) of all the qualified bidders will be opened.

After that Reverse Auction shall be conducted online for which all short-listed bidders as per methodology mentioned in **Section-3** shall be invited to participate.

4.3 Step III – Reverse Auction

The reverse auction shall be conducted on the website <https://www.tcil-india-electrionictender.com> as per detailed methodology mentioned in Section-3.

At the end of selection process, a Letter of Intent (LOI) will be issued to all the selected Bidders.

4.4 At any stage of the bidding process if a bidder is found to be qualified or successful for less capacity of Projects than applied for, in such cases following provisions shall apply:

- i) EMD shall not be refunded for excess project(s) applied for, until the selection process is completed or annulled or tender is cancelled. No such request for refund of EMD shall be entertained.
- ii) Even if the bidder is selected for less capacity of projects than initially applied for, EMD shall be refunded only after submission and acceptance of applicable Performance Bank Guarantee, signing of PPA and compliance to other provisions of bidding document.

Section 5

OTHER PROVISIONS

Section 5

5.0 OTHER PROVISIONS

The Solar Power Developers are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

- a. No Objection (NOC) / Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. Approval for Water from the concerned authority (if applicable) required for the Project.
- d. Responsibility for getting ISTS connectivity & getting Long Term Access (LTA) for the Project.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.

The SPD shall be required to submit above clearances, as applicable for the Project, to NTPC prior to commissioning of the project. In case of any of the clearances as indicated above being not applicable for the said Project, the Bidder shall submit an undertaking in this regard, and it shall be deemed that the Bidder has obtain all the necessary clearances for establishing and operating the project. Any consequences contrary to the above shall be the responsibility of the SPD.

Section 6

FORMATS FOR BID SUBMISSION

&

ATTACHMENTS

6.0 List of Formats, Appendices and Annexures

- i. Covering Letter (Format 6.1)
- ii. Power of Attorney in favour of Lead Member (Format 6.2)
- iii. Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Performance Bank Guarantee to be submitted with NTPC (Format 6.3 B)
- v. Board Resolutions (Format 6.4)
- vi. Consortium Agreement (Format 6.5)
- vii. Financial Requirement (Format 6.6)
- viii. Technical Criteria (Format 6.7)
- ix. Disclosure statement (Format 6.8)
- x. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up (Format 6.9);
- xi. Format of Connectivity Letter (Format 6.10)
- xii. Financial Bid (Format 6.11a and 6.11b)
- xiii. Integrity Pact (Format 6.12a and 6.12b)
- xiv. Certificate for compliance (Format 6.13a and 6.13b)
- xv. Declaration on Fraud Prevention Policy (Format 6.14)
- xvi. Checklist for Bank Guarantee (Appendix – A);
- xvii. Technical Requirement for Grid Connected Solar PV Projects (Annexure-1)
- xviii. List of Banks for issuance of BGs/ Performance Bank Guarantee (Annexure - 2)
- xix. Copy of PPA (Annexure-3)
- xx. Special Instructions to Bidders for e-Tendering (Annexure-4)
- xxi. Terms and Conditions of Reverse Auction (Annexure-5)

Format 6.1 – Format of Covering Letter

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

Date: _____
From : _____ [*Insert Name and Address of Bidding Company/
Lead Member of the Bidding Consortium*]
Tel.#:
Fax#:
E-mail address:

To

**NTPC Limited
Renewable Energy - Contract Services
Engineering Office complex
Room No. 220, EOC Annexe, (R&D Building)
NTPC Ltd., A 8A, Sector 24
NOIDA, UP 201301**

**Sub: Response to RfS No. RE-CS-0000-BOO-3 for development/supply of
[Insert capacity of projects applied for] of Grid Connected Solar PV Project(s) to be set
up anywhere in India under OPEN category**

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular and PPA for supply of solar power for 25 years to NTPC, hereby submit our response to RfS. We confirm that neither we nor any of our Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS. We are submitting application for the development of solar projects as per following details:

Sl No.	Category	Capacity of Projects applied (MW)	Location of Project (Village, Tehsil, Distt., State)
1.	OPEN		
2.	OPEN		
...			
Total Capacity (MW)			

Note: -

- a. Format-6.9 as per sl. no. (x) of section 6 is to be filled separately for each project.
 - b. The Bidder must ensure the project capacity mentioned should be more than or equal to 50 MW and less than or equal to 2000 MW for each project. Delete/Insert rows as applicable)
1. We give our unconditional acceptance to the RfS, No. **RE-CS-0000-BOO-3** and PPA attached thereto, issued by NTPC. In token of our acceptance to the RfS & PPA, the same have been digitally signed by us and submitted with the response to RfS. We confirm and undertake that the PPA shall be executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project(s) shall be commissioned within the schedule stipulated in the RfS i.e. within 13 months of the effective date of PPA for Projects with capacity less than 250 MW and within 15 months of the effective date of PPA for projects with capacity 250MW and above.

2. **Earnest Money Deposit (EMD)** : - The details of BGs submitted towards EMD are as follows:

Sl. No.	Category	Capacity of the Project (MW)	EMD BG Details	Amount of BG (Rs.)
1.	OPEN			

3. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats. We hereby withdraw any deviation, conditions whether mentioned explicitly or not in our response to this RfS without any cost to NTPC.

4. Acceptance

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

5. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS and execute the PPA and development of Grid Connected Solar PV Project(s) or supply of solar power in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the RfS with formats duly digitally signed as desired by you in the RfS for your consideration.
7. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from the NTPC.

8. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

We confirm that all the terms and conditions of our Bid are valid for a period of upto and including one hundred and eighty (180) days from the technical bid opening date unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

9. We hereby understand and confirm that NTPC reserves its right to verify the documents furnished by us at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA.

We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, NTPC shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by NTPC.

10. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the PPA to be entered into. We confirm that this bid is made without any connection with any other person, firm or party likewise submitting a bid. We further confirm that this bid is submitted in good faith and without collusion or fraud.

11. Contact Person

Details of the contact person are furnished as under:

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

12. We confirm that we have understood that we shall approach concerned authorities/departments directly for allotment of land, timelines for availability, possession and connectivity for the Project(s) allotted to us, if any and that NTPC shall not in any way, directly or indirectly, be responsible and liable for these matters. We also confirm that we shall be overall responsible to complete all the activities related to Project Development at our own risk and cost.

13. We have neither made any statement nor provided any information in this Bid, the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.
14. If a Project Company/SPV is formed to sign the PPA and execute the Project after we are selected as successful bidder, all terms and conditions of RfS document including PPA shall apply to Project Company also wherever applicable. Further we confirm that Project Company shall sign the Integrity pact with NTPC as per Format 6.12b and submit certificates as per format 6.13b of RfS document.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.15

A (3) (a))

Format 6.2 – Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT *[Name of the Consortium member company]* having its registered office at,, and *[Name of the Consortium member company]* having its registered office at, (*Insert names and registered offices of all Members of the Consortium*) the Members of Consortium have formed a Bidding Consortium named *[Insert name of the Consortium if finalized]* (hereinafter called the 'Consortium') vide Consortium Agreement dated..... (copy enclosed) and having agreed to appoint*[Name & Address of the Lead Member Company]* as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS and to participate in subsequent bidding process (in the event of short-listing as a qualified bidder). We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS and if required, to participate in subsequent bidding process.
- ii) To do any other acts or submit any information and documents related to the above response to RfS, if required.

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

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

IN WITNESS WHEREOF *[Name of member consortium Company]*, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

(Signature of person authorized by the Board)

(Name
Designation
Place:
Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding of more than 50% in the bidding Consortium.

Format 6.3 A – Format for BG for Earnest Money Deposit

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

In consideration of the ---- *[Insert name of the Bidder]* (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Solar-PV Power Project of the capacity of MW, for supply of power there from on long-term basis, in response to the RfS no. dated issued by NTPC Limited (hereinafter referred to as 'NTPC') and NTPC considering such response to the RfS of*[Insert the name of the Bidder]* as per the terms of the RfS, the _____ *[insert name & address of the Bank]* (hereinafter called as Guarantor Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 forthwith on demand in writing from NTPC or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees ----- *[Insert amount not less than that derived on the basis of Rs. 10 Lakh per MW of capacity proposed]* only, on behalf of _____ *[Insert name of the Bidder]* .

This guarantee shall be valid and binding on this Guarantor Bank up to and including _____ *[Insert date of validity in accordance with clause 3.24 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ *[insert date of validity in accordance with clause 3.24 of this RfS]*. NTPC shall be entitled to invoke this Guarantee till _____ *[insert date of validity in accordance with clause 3.24 of this RfS]*.

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- *[Insert name of the Bidder]*

and/or any other person. The Guarantor Bank shall not require NTPC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NTPC in respect of any payment made hereunder

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ *[Date to be inserted on the basis of Clause 3.24 of this RfS]*. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NTPC serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ *[Insert Name of the Bank]*

Banker's Stamp and Full Address.

Dated this ____ day of _____, 20__

Format 6.3 B – Format for Performance Bank Guarantee

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

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as selected 'Solar Power Developer' or 'SPD') having its registered office atsubmitting the response to RfS inter alia for selection of the project of the capacity of MW, for supply of power there from on long term basis, in response to the RfS no. dated issued by NTPC Limited (hereinafter referred to as NTPC) having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 and NTPC considering such response to the RfS of[*insert the name of the selected Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the developer and issuing Letter of Intent No ----- Dated_____ to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [*from selected Solar Power Developer or a Project Company, ----- - {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable*]. As per the terms of the RfS, the _____ [*insert name & address of Bank*] (hereinafter referred to as the 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at [*Insert Name of the Place from the address of the NTPC*] forthwith on demand in writing from NTPC or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of _____ [*Insert name of the selected Solar Power Developer / Project Company*]

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

Our liability under this Bank Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Bank Guarantee shall remain in force until _____ NTPC shall be entitled to invoke this Bank Guarantee till _____.

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

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NTPC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by NTPC or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

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

Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NTPC serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of _____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. *The Stamp Paper should either in the name of the executing Bank or the party on whose behalf the BG has been issued.*
2. *The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.*

Format 6.4 –Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*), passed the following Resolution:

- 1. RESOLVED THAT** Mr./Ms., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS for the Project, “GRID CONNECTED SOLAR PHOTO VOLTAIC PROJECTS OF 2000 MW” under OPEN Category in India, including signing and submission of all documents and providing information / response to RfS to NTPC, representing us in all matters before NTPC, and generally dealing with NTPC in all matters in connection with our bid including participation in Reverse Auction for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (*delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with -----[*Insert the name of other Members in the Consortium*] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

And

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

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. *[Insert name of Bidding Company/ Consortium Member(s)]* to use our financial capability for meeting the Qualification Requirements for “GRID CONNECTED SOLAR PHOTO VOLTAIC PROJECTS OF 2000 MW” under OPEN category and confirm that all the equity investment obligations of M/s.....*(Insert Name of Bidding Company/ Consortium Member(s))* for development of selected project(s), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. The Board also confirms and undertake that in case M/s*[Insert name of Bidding Company/ Consortium Member(s)]* fails to submit the requisite Performance Bank Guarantee in terms of Request for Selection Document, the same shall be submitted by us on its behalf. **[To be passed by the entity(s) whose financial credentials have been used i.e. Parent and / or its affiliate.]**

Certified true copy

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

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) **This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956/ Companies Act, 2013 (*delete the other which is not applicable*) may be suitably modified to refer to the laws applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective**

jurisdictions of the issuing company and the authorizations granted therein are true and valid.

- 4) In case a Sub-Committee/Management Committee has been authorised by the Board of a Company for making the Resolution(s) mentioned here in above, these Resolution(s) can be passed by that Sub Committee and the same may be submitted along with Board Resolution in which the Sub Committee has been authorised By Board to pass such Resolution(s).
- 5) In case of a Consortium the respective Boards of all Consortium Members should pass the aforesaid Resolution before execution of Consortium Agreement.

Format 6.5 – Format for Consortium Agreement

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

THIS Consortium Agreement (“Agreement”) executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS, and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by NTPC Limited (hereinafter referred to as “NTPC”) a Company incorporated under the [Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*)], and having its Registered Office at _____ or _____ constituted under

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

WHEREAS, the NTPC had invited response to RfS vide its Request for Selection (RfS) No. _____ dated _____

WHEREAS the NTPC shall purchase power through Power Purchase Agreement ;

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ---, Member-n.
2. The Lead Member is hereby authorised by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity as well as other financing if committed to be met internally obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after execution of PPA, the controlling shareholding (more than 50%) in the Project Company developing the Project shall be maintained for a period of at-least (1) one year after COD.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liasoning with Lenders or through internal accruals and mobilizing

- debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
 8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
 9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
 10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
 11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of NTPC in terms of the RfS.
 12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by NTPC.
 13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
 14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of NTPC.
 15. This Agreement
 - (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

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

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS & PPA.

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

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

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

Witnesses:

1) Signature-----
Name:
Address:

2) Signature -----
Name:
Address:

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

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

Witnesses:

1) Signature -----
Name:
Address:

2) Signature -----
Name:
Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

[on the letter head of Bidder]

Format 6.6 – FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

To,

**NTPC Limited
Renewable Energy - Contract Services
Engineering Office complex
Room No. 220, EOC Annexe, (R&D Building)
NTPC Ltd., A-8A, Sector 24
NOIDA, UP 201301**

Date: -

Dear Sir,

Sub: Response to RfS for Selection of Grid connected Solar PV Projects of capacity ___MW under OPEN category.

(A) For meeting Qualification Requirement as per clause 3.8.2 (i)

We certify that the Bidding Company / Member in a Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has a minimum **Net Worth** of Rs. ___ crore (Rupees _____) or equivalent US\$*based on the Audited annual accounts as on the last date of Financial Year 2016-17.

This Net Worth has been calculated in accordance with the instructions provided in Clause 3.8 B of the RfS.

Exhibit (i): Applicable in case of Bidding Company

@ For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose Net Worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore) of the Member Company as on the last date of Financial Year 2016-17
(1)	(2)	(3)	(4)
Company 1			

Total			

Exchange Rates considered

USD to INR : I USD = INR.....

Other Currency..... (Bidder to specify the other currency) 1..... =INR.....

Certificate from the Banker in respect of the Exchange rate is enclosed at Appendix----

@ In cases where the Bidding Company is giving its own net worth only, the bidder has to fill its own company name in column (2), "Self" in column (3) and Net worth in column (4).

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Net Worth is to be considered	Relationship with Bidding Company* (if any)	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)
Company 1					

Total					

Exchange Rates considered

USD to INR : I USD = INR.....

Other Currency..... (Bidder to specify the other currency) 1..... =INR.....

Certificate from the Banker in respect of the Exchange rate is enclosed at Appendix----

@ In cases where the Consortium member is giving its own net worth only, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Net worth in column (4).

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

* For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) USD / INR of State Bank of India prevailing on the date of closing accounts for the respective financial year as certified by the bidder's banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

**(Signature & Name of the person Authorised
By the Board)**

**(Signature and Stamp of
Statutory Auditor or
Chartered Accountant)**

(B) For meeting Qualification Requirement as per clause 3.8.2 (ii)(a)

Annual Turnover:

We certify that the *Bidding Company / *Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has an **Annual Turnover** of Rs. _____ (Rupees _____) during Financial Year 2016-17. (*Strike out if not applicable).

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (in Rs. Crore) of the Member Company
(1)	(2)	(3)	(4)

Company 1			

Total			

@ In cases where the Bidding Company is giving its own Turnover, the bidder has to fill its own company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

Annual Turnover to be met by Member in Proportion to the Equity Commitment: Rs.-----
 ----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Turnover is to be considered	Relationship with Bidding Company* (if any)	Annual Turnover (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Annual turnover (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)
Company 1					

Total					

@ In cases where the Consortium member is giving its own Turnover only, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

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

C) For meeting Qualification Requirement as per clause 3.8.2 (ii)(b)

PBDIT:

We certify that the *Bidding Company/*Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has a **Profit Before Depreciation Interest and Taxes (PBDIT)** of Rs. _____ (Rupees _____ in words) as on the last date of Financial Year 2016-17. *(Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore) of the Member Company
(1)	(2)	(3)	(4)
Company 1			

Total			

@ In cases where the Bidding Company is giving its own PBDIT, the bidder has to fill its own company name in column (2), "Self" in column (3) and PBDIT in column (4).

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

relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

PBDIT requirement to be met by Member in Proportion to the Equity Commitment: Rs.--
-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose PBDIT is to be considered	Relationship with Bidding Company* (if any)	PBDIT (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed PBDIT (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)
Company 1					

Total					

@ In cases where the Consortium member is giving its own PBDIT, the Consortium member has to fill its company name in column (2), "Self" in column (3) and PBDIT in column (4).

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

D) For meeting Qualification Requirement as per clause 3.8.2 (ii)(c)

We certify that the *Bidding Company/*Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has In-principle sanction letter from our lending institutions/banks, committing a Line of Credit for Rs. _____ (in words) [insert amount which should be a minimum amount of Rs.

12.5 Lakhs/MW of the quoted capacity], towards meeting the working capital requirement of the project quoted under this RfS. **(Strike out if not applicable)*

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Line of Credit available to the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate to whom Sanction Letter issued	Relationship with Bidding Company*	Line of Credit (in Rs. Crore) available to the Member Company	
(1)	(2)	(3)	(4)	
Company 1				Sanction Letter from lending institutions/banks enclosed at Annexure ---of this Form 6.6

Total				

@ In cases where the Line of Credit is in favor of Bidding Company, the bidder has to fill its own company name in column (2), "Self" in column (3) and Line of Credit in column (4).

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

Line of Credit requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Line of Credit available to Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Line of Credit is to be considered	Relationship with Bidding Company* (if any)	Line of Credit (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Line of Credit (in Rs. Crore)	
(1)	(2)	(3)	(4)	(5)	(6)	
Company 1						Sanction Letter from lending institutions/banks enclosed at Annexure ---of this Form 6.6

Total						

@ In cases where the Line of Credit is in favour of Consortium member, the Consortium member has to fill its company name in column (2), "Self" in column (3) and PBDIT in column (4).

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

**(Signature & Name of the person Authorised
By the Board)**

**(Signature and Stamp of
Statutory Auditor or
Chartered Accountant)**

Note: Since Bidder is required to meet any one of the requirements mentioned at 3.8.2 (ii) (a), (b) or (c). Therefore, Bidder may fill either of sl. No. (B) or (C) or (D) above.

We are submitting in a separate sheet, details of computation of Net Worth, Annual Turnover & PBDIT duly certified by Statutory Auditor or a Chartered Accountant. The detailed sheet is enclosed at Appendix-_____.

We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of RfS as under:

S.No.	Document Description	Enclosed at Appendix
1		
2		
3.		

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

***(Signature and Stamp of
Statutory Auditor or
Chartered Accountant)***

Date:

- Note:**
1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor or Chartered Accountant for determination of Net Worth/Turnover/PBDIT along with supporting documents referred therein as per the requirements of RfS without which no claim for Net worth shall be considered.
 2. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) USD / INR of State Bank of India prevailing on the date of closing accounts for the respective financial year as certified by the bidder's banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

**Format 6.6 A–UNDERTAKING FROM THE BIDDER
IN ACCORDANCE WITH CLAUSE NO. 3.8.3 OF RFS**

(To be submitted by Bidder alongwith the Technical Bid)

Ref. :

Date :

To
NTPC Limited,
Renewable Energy- Contract Services
Room No. 220, R&D Building,
Plot No. A-8A, Sector-24, NOIDA - 201 301,
(U.P.).

Dear Sir,

We hereby undertake to certify in line with clause 3.8.3 of RfS that we or any of our Affiliates are not a wilful defaulter to any lender, and that there is no major litigation pending or threatened against us or our Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

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

Name of the Bidder

[on the letter head of Bidder]
Format 6.7 – FORMAT FOR TECHNICAL CRITERIA

To,

Date:-

NTPC Limited
Renewable Energy - Contract Services
Engineering Office complex
Room No. 220, EOC Annexe, (R&D Building)
NTPC Ltd., A-8A, Sector 24
NOIDA, UP 201301

Sub: Response to RfS for selection of ____ MW of Grid connected Solar PV Projects under OPEN category

Dear Sir,

We hereby undertake to certify in line with clause 3.27 under the title “Financial Closure or Project Financing Arrangement” that the following details shall be furnished within 7 months from effective date of PPA: -

- 1.0 Evidence of fulfilment of requisite technical criteria as per **Annexure – 1** of RfS document.
- 2.0 Evidence such as notarized copies of unpriced purchase orders / agreements entered into, for supply of plants and equipment for the project(s).
- 3.0 Evidence of clear possession of the required land for the project(s) along with following documentary evidence: -
 - ⊖ Title of land through sale deed or lease hold rights to establish possession/right to use 100% of the required land for the project in the name of the Project Developer or our Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the Project Developer prior to Scheduled Commissioning Date. In case leasing of private land is involved, the lease should allow transfer of land to the lenders or Beneficiary(ies), in case of default of the Project Developer.
 - Certificate by the concerned and competent revenue / registration authority for the acquisition / ownership/ vesting of the land in the name of the Project Developer.
 - Sworn in Affidavit from the authorized person of the developer listing the details of the land and certifying total land acquired for the project under clear possession of the Project Developer

A certified English translation from an approved translator in case above land documents are in other than English or Hindi Languages.

We further confirm that the technology proposed to be used by us for Solar Power Project(s) is commercially established and operational technology.

We understand and confirm that failure or delay on our part in achieving the Financial Closure as per RfS documents shall constitute sufficient grounds for actions by NTPC as per the stipulations of RfS documents including but not limited to encashment of our Performance Bank Guarantee without giving any notice or intimation.

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

Format 6.8 –Format for Disclosure

[On the letter head of Bidding Company/Each Member in a Bidding Consortium]

Disclosure

We hereby declare that we or our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

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

Date: -

FORMAT - 6.9

Declaration by the Solar power Developer for the proposed technology tie-up

1	Name of Bidding Company / Lead Member of Bidding Consortium		
2	Project proposed	Solar PV	
3	Capacity proposed (in MW)		
4	Location of the Project		
5	Technology proposed to be adopted for the project		Conventional / Advance
(a)	For Solar PV Projects	Crystalline Silicon Solar Cell Modules	
		Thin Film Modules	
		Concentrator PV Modules	
		Any Other Technology (Please specify)	
6	Give brief about the proposed Technology		
7	We confirm that Capacity Utilization Factor (CUF) of the Solar PV Project with proposed technology as selected above shall not be less than 19%.		

Signature (s)

(on the letter head of the CTU)

Format 6.10 – Format for Letter from CTU

(to be filled separately for individual projects)

To,

**NTPC Limited
Renewable Energy - Contract Services
3rd Floor, Engineering Office complex
NTPC Ltd., A 8A, Sector 24
NOIDA, UP 201301**

Sub: Feasibility of connectivity ofMW solar project of M/s.....from CTU substation

Dear Sir,

1. M/s _____ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] has approached us for providing connectivity for a Solar PV Project of ___ MW, proposed to be located at _____ [*Insert location of the Project*], with the Central transmission utility at a voltage level of _____ KV.
2. We confirm the Technical feasibility of the connectivity of the plant with the Central transmission utility grid from _____ [*Insert name & location of the sub-station of voltage level of*].
3. We further undertake that the connectivity with the grid will be provided with in a period of (*insert 13 (months) for projects with a capacity below 250MW or 15 (months) for projects with a capacity of 250MW or above*) months from signing of PPA between M/s _____ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] and NTPC Ltd. or any further period as intimated by M/s _____ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] along with confirmation from NTPC Ltd. for such extended period.

For and on behalf of -----

[Insert name of CTU/ STU]

(Signature, Name & Designation of the authorised signatory of CTU)

[on the letter head of Bidder]

Format 6.11- Format of Financial Bid for Quoting “First Round Tariff Bid” under OPEN Category

Sl. No.	Category	Indicative Tariff in Rupees per kWh (Unit) of Electrical Power (single tariff to be quoted for entire capacity applied for)	
		(in figures)	(in words)
1.	OPEN		

We confirm that the first round quoted tariff as above shall be applicable for capacity of projects we are found to be qualified for, as per technical and commercial evaluation. The above quoted tariff shall hold good even if the capacity of projects qualified for/allotted, is less than the quoted capacity / number of projects.

(Signature of Authorized Representative of the Company)

Name of Organization: -

Date: -

(Company Seal)

Note: - 1. In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

Format 6.12 a– Integrity Pact

Integrity pact pre-signed on behalf of NTPC Ltd. is uploaded separately on TCIL website from where the bidders are required to download and take a printout. The authorized representative of the bidders have to sign on each page of this NTPC's Pre-signed Integrity pact and submit it to NTPC Ltd in original along with EMD and other documents as mentioned in Section 3 of this RfS failing which the bid will not be opened.

INTEGRITY PACT

between

NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "NTPC")
and

_____ **(hereinafter referred to as "The Bidder/Solar Power Developer")**

Preamble

NTPC invites the bids from all eligible bidders and intends to enter into Power Purchase Agreement (PPA) for with the successful bidder(s) as per organizational systems and procedures. NTPC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Solar Power Developer(s).

In order to achieve these goals, the NTPC will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the development & operation of Solar Power Project(s) for compliance with the principles mentioned above.

Section 1 Commitments of NTPC

1. NTPC Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard.
 - a) No employee of NTPC, either in person or through family members including relatives, will in connection with the bidding for or the development and operation of Solar Power Project(s), demand or accept a promise for or accept for him/herself or for a third person any material or immaterial benefit to which he/she is not legally entitled to.
 - b) NTPC shall, during the bidding process treat all Bidders with equity and reason. NTPC will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain and advantage in relation to the bidding process or development and operation of Solar Power Project(s).
 - c) NTPC will exclude from the process all known prejudiced persons.
2. If NTPC obtains information the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in the regard,

NTPC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertaking by the Bidder/Solar Power Developer

- 1. The Bidder/Solar Power Developer commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the development and operation of Solar Power Project(s):**
 - a) The Bidder/Solar Power Developer undertakes not to directly or through any other person or firm offer, promise or give or influence to any employee of NTPC associated with the bidding process or the development and operation of Solar Power Project(s) or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the development and operation of Solar Power Project(s).
 - b) The Bidder/Solar Power Developer undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Solar Power Developer undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Solar Power Developer will not use improperly, any information or document provided by NTPC as part of the business relationship, regarding plans, technical proposals and business details, including information container or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/Solar Power Developer will when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the PPA.
2. The Bidder/Solar Power Developer will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Tenders.

1. If the Bidder(s)/Solar Power Developer(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 of this

Integrity Pact or in any other form so as to put his reliability or credibility as Bidder into question, NTPC shall be entitled to disqualify the Bidder(s)/Solar Power Developer(s) from the bidding process or to terminate the LOI/PPA, if signed on that ground.

2. If the Bidder/Solar Power Developer has committed a transgression through a violation of Section 2 of this Integrity Pact, such as to put his reliability or credibility into question, NTPC shall be entitled to exclude including blacklist and put on holiday the Bidder/Solar Power Developer for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by NTPC taking into consideration the full facts and circumstances of each case particularly taking in to account the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.
3. A transgression is considered to have occurred if NTPC after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold NTPC's absolute rights to resort to and imposed such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of NTPC, the exclusion of Bidder/Solar Power Developer could be revoked by NTPC if the Bidder/Solar Power Developer can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit /Performance & Advance Bank Guarantees.

1. If NTPC has disqualified the Bidder/Solar Power Developer from the bidding process or has terminated the LOI/PPA pursuant to Section 3 of this Integrity Pact, NTPC shall forfeit the Earnest Money Deposit, encash Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the LOI/PPA.
2. In addition to 1 above, NTPC shall be entitled to take recourse to the relevant provisions of the LOI/PPA related to Termination of LOI/PPA due to **Solar Power Developer** 's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to IT approach or including with the Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors

- 1 The NTPC will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to Chairman/CMD of the NTPC or a person authorized by him.
- 3 The Bidder/Solar Power Developer accepts that the Monitor has the right to access without restriction to all project documentations of the NTPC including that provided by the Solar Power Developer. The Solar Power Developer will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this Project Documentations. The same is applicable to Solar Power Developer's Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Solar Power Developer/Sub-Contractors/Consortium member with confidentiality.
- 4 The NTPC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the NTPC and the Solar Power Developer. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the NTPC (Chairman/CMD of the NTPC or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties

that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Bidder/ Solar Power Developer to present its case before making its recommendations to the NTPC.

- 6 The Monitor will submit a written report to Chairman/CMD of the NTPC or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the NTPC and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors of Board.
- 8 If the Monitor has reported to Chairman/CMD of the NTPC or a person authorized by him a substantiated suspicion of an offence under relevant IPC/PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9 The word "Monitor" will include Singular or Plural.

Section 8 Pact Duration

The Pact comes into force from the date of signing by all the parties. It shall expire for the Solar Power Developer 12 months after the last payment under the respective PPA and for all other unsuccessful bidders 6 months after the LOI/PPA has been awarded.

Sections 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the **Solar Power Developer** is a Consortium, this agreement must be signed by all the members of Consortium as the case may be.

The Parties hereby sign this integrity Pact at on this day of2018

NTPC * Bidder/Solar Power Developer

Signature

Name **Sudeep Kumar Das** Name

Designation AGM (RE-CS) Designation

Stamp Company Seal

Witness	Witness	Witness	Witness
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____

*** If the Bidder is a Consortium, this agreement must be signed by the authorized signatories of all the members of Consortium including Lead Member**

Format 6.12 b– Draft for Integrity Pact

(To be signed between NTPC and Project Company formed by Bidding Company/Bidding Consortium)

INTEGRITY PACT

between

NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "NTPC")

and

_____ **(hereinafter referred to as "Project Company/Solar Power Developer")**

Preamble

NTPC invited the bids from all the eligible bidders against tender “Request for Selection (RfS) document for Selection of Solar Power Developers for ----- MW of Grid-connected Solar PV Power plants to be setup in the state of ----- (RfS document No. ----- dated -----). In this bidding process M/s ----- has been selected as the successful bidder vide LOI No. _____ dated _____ for setting up -----MW of Solar Power Project under ----- category in the state of ----- . As per the provisions of RfS documents, M/s ----- has formed a Project Company/Special Purpose Vehicle (SPV) namely M/s ----- (hereinafter referred to as the “Solar Power Developer / Project Company”) for development of ___ MW Solar Power Project (hereinafter called as “Solar Power Project”), generation and sale of solar power from this Solar Power Project and the Solar Power Developer / Project Company has accordingly entered into a Power Purchase Agreement bearing ref. no. ----- (hereinafter referred to as “PPA”) dated _____ with NTPC.

NTPC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Solar Power Developer / Project Company.

In order to achieve these goals, Independent External Monitor (IEM) appointed by NTPC will monitor the development & operation of the Solar Power Project for compliance with the principles mentioned above.

Section 1 Commitments of NTPC

3. NTPC commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard.
 - d) No employee of NTPC, either in person or through family members including relatives, will in connection with the development and operation of Solar Power Project, demand or accept a promise for or accept for him/herself or for a third person any material or immaterial benefit to which he/she is not legally entitled to.

- e) NTPC will exclude from the process all known prejudiced persons.
- 4. If NTPC obtains information that conduct of any of its employees is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in the regard, NTPC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertaking by the Solar Power Developer / Project Company

- 3. The Solar Power Developer / Project Company commits and undertakes to take all measures necessary to prevent malpractices & corruption. The Solar Power Developer / Project Company commits to observe the following principles during the development and operation of the Solar Power Project:
 - e) The Solar Power Developer / Project Company undertakes not to directly or through any other person or firm offer, promise or give or influence to any employee of NTPC associated with the development and operation of Solar Power Project or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the development and operation of Solar Power Project.
 - f) The Solar Power Developer / Project Company undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Solar Power Developer / Project Company will not use improperly, any information or document provided by NTPC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - g) The Solar Power Developer / Project Company undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the development and operation of Solar Power Project.
- 4. The Solar Power Developer / Project Company will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Exclusion from Future Tenders.

- 6. If the Solar Power Developer / Project Company during execution has committed a transgression through a violation of any provisions of Section 2 of this Integrity Pact or in any other form so as to put his reliability or credibility as Solar Power Developer / Project Company into question, NTPC shall be entitled to terminate the PPA on that ground.

7. If the Solar Power Developer / Project Company has committed a transgression through a violation of Section 2 of this Integrity Pact, such as to put his reliability or credibility into question, NTPC shall be entitled to exclude including blacklist and put on holiday the Solar Power Developer / Project Company for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by NTPC taking into consideration the full facts and circumstances of each case particularly taking in to account the number of transgressions, the position of the transgressions within the company hierarchy of the Solar Power Developer / Project Company and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.
8. A transgression is considered to have occurred if NTPC after due consideration of the available evidence concludes that no reasonable doubt is possible.
9. The Solar Power Developer / Project Company with its free consent and without any influence agrees and undertakes to respect and uphold NTPC's absolute rights to resort to and imposed such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
10. Subject to full satisfaction of NTPC, the exclusion of Solar Power Developer / Project Company could be revoked by NTPC if the Solar Power Developer / Project Company can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Performance Bank Guarantees.

3. If NTPC has terminated the PPA pursuant to Section 3 of this Integrity Pact, NTPC shall encash Performance Bank Guarantees in addition to excluding the Solar Power Developer / Project Company from the future award process.
4. In addition to 1 above, NTPC shall be entitled to take recourse to the relevant provisions of the PPA related to Termination of PPA due to Solar Power Developer / Project Company's Default.

Section 5 Previous Transgressions

3. The Solar Power Developer / Project Company swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to IT approach or including with the Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify its exclusion from the tender process.

4. If the Solar Power Developer / Project Company makes incorrect statement on this subject, the PPA can be terminated on this ground.

Section 6 Company Code of Conduct

Solar Power Developer / Project Company is also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors

- 1 NTPC has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to Chairman/CMD of the NTPC or a person authorized by him.
- 3 The Solar Power Developer / Project Company accepts that the Monitor has the right to access without restriction to all project documentations of NTPC including that provided by the Solar Power Developer / Project Company. The Solar Power Developer / Project Company will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this Solar Power Project Documentations. The same is applicable to Solar Power Developer / Project Company's Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Solar Power Developer / Project Company/Sub-Contractors/Consortium member with confidentiality.
- 4 NTPC will provide to the Monitor sufficient information about all meetings among the parties related to the Solar Power Project provided such meetings could have an impact on the contractual relations between NTPC and the Solar Power Developer / Project Company. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the NTPC (Chairman/CMD of the NTPC or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Solar Power Developer / Project Company to present its case before making its recommendations to NTPC.

- 6 The Monitor will submit a written report to Chairman/CMD of the NTPC or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the NTPC and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors of Board.
- 8 If the Monitor has reported to Chairman/CMD of the NTPC or a person authorized by him a substantiated suspicion of an offence under relevant IPC/PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9 The word "Monitor" will include Singular or Plural.

Section 8 Integrity Pact Duration

The Integrity Pact comes into force from the date of signing by all the parties. It shall expire 12 months after the last payment to Solar Power Developer / Project Company under the PPA.

Sections 9 Miscellaneous Provisions

5. This Integrity Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
6. Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
7. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

The Parties hereby sign this Integrity Pact aton thisday of2016.

NTPC	* Solar Power Developer/Project Company
Signature	Signature
Name	Name
Designation	Designation

Stamp Company Seal

Witness	Witness	Witness	Witness
3. _____	1. _____	1. _____	1. _____
4. _____	2. _____	2. _____	2. _____

Format 6.13 a – CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT

**(Certificate of Compliance to All Provisions of RfS Document / "NIL" Deviation Certificate)
[To be submitted offline in a separate sealed envelope along with EMD and others]**

Bidder's Name and Address :

To
**NTPC Limited
Renewable Energy - Contract Services
Engineering Office complex
Room No. 220, EOC Annexe, (R&D Building)
NTPC Ltd., A-8A, Sector 24
NOIDA, UP 201301**

Dear Sirs,

1. With reference to our Bid dated..... for "**Selection of Solar Power Developers for Setting up Grid Connected Solar PV Power Projects, RfS No. RE-CS-0000-BOO-3**", we hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Technical Bid and Financial Bid) are strictly in conformity with the provisions of the RfS Document including its Amendments / Clarifications / Errata / Revisions thereof and we have **not taken any deviation** to any of the provisions of the aforesaid RfS document.
2. Further, we agree that the entire work for development of Solar Power Project(s) shall be performed as per the the provisions of RfS document including Technical Requirements as per Annexure-1..
3. We confirm that any deviation/ variation / additional conditions to the provisions of RfS Document read in conjunction with its Amendment(s)/Clarification(s)/ Addenda / Errata found anywhere in our Technical Bid and Financial Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the NTPC, failing which the EMD be forfeited.
4. We hereby confirm that our Technical Bid does not contain any Financial/Price content entry. However if anything is contained, we shall be solely responsible for any implication.
5. Further, we confirm that our Financial Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Financial Bid.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....
Place : (Designation).....
(Company Seal)

Format 6.13 b– Draft for CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT

(Certificate of Compliance to All Provisions of RfS Document)

(to be submitted by Project Company formed by Bidding Company/Bidding Consortium)

Project Company's Name and Address :

To
NTPC Limited
Renewable Energy - Contract Services
Engineering Office complex
NTPC Ltd., A 8A, Sector 24
NOIDA, UP 201301

Dear Sirs,

1. NTPC invited the bids from all the eligible bidders against tender “Request for Selection (RfS) document for Selection of Solar Power Developers for ----- MW of Grid-connected Solar PV Power Projects to be setup in ----- in the state of ----- (RfS document No. ----- dated -----). In this bidding process M/s ----- has been selected as the successful bidder vide LOI No. _____ dated _____ for setting up -----MW of Solar Power Project under ----- category in ----- in the state of ----- . As per the provisions of RfS documents, M/s ----- has formed a Project Company/Special Purpose Vehicle (SPV) namely M/s ----- for development of ___ MW Solar Power Project (hereinafter called as “Project”), generation and sale of solar power from this Project and has accordingly entered into a Power Purchase Agreement bearing ref. no..... (hereinafter referred to as “PPA”) dated _____ with NTPC. We hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata.
2. Further, we agree that the entire work for development of Project, generation and sale of solar power from this Project shall be performed as per the provisions of RfS document including Technical Requirements as per Annexure-1 of RfS document.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....

Place : (Designation).....

(Company Seal)

**Format 6.14 - DECLARATION ON FRAUD PREVENTION POLICY
(Certificate of Compliance to FRAUD PREVENTION POLICY)**

[To be submitted offline in a separate sealed envelope along with EMD and others]

Bidder's Name and Address :

To
**NTPC Limited
Renewable Energy - Contract Services
Engineering Office complex
Room No. 220, EOC Annexe, (R&D Building)
NTPC Ltd., A 8A, Sector 24
NOIDA, UP 201301**

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate/collaborator/subcontractors/subvendors/consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....

Place : (Designation).....

(Company Seal)

Appendix – A**CHECK LIST FOR BANK GUARANTEES**

Sl.No.	Details of checks	YES/NO.
a)	Is the BG on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase and name of the purchaser are indicated on the Stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper should be duly signed by the stamp vendor.)	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India.	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
e)	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
i)	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
j)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
l)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Technical Requirements for Grid Connected Solar PV Projects

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

1. SPV Modules

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

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

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

2. Power Conditioners/ Inverters

The Power Conditioners/ Inverters of the SPV power plants must conform to 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

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 Members Labs abroad will be acceptable.

5. Warranty

- PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 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 (1000W/m², AM1.5,250 C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No and Model No of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. Performance Monitoring

All grid solar PV power plants 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 NTPC and MNRE or any 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 NTPC 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 the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

List of Banks

SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Limited
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd

17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Limited
22. Bandhan Bank Limited

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank PJSC
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. The Bank of Tokyo-Mitsubishi UFJ Limited.
26. Australia & Newzealand Banking Group Limited
27. Sumitomo Mitsui Banking Corporation
28. American Express Banking Corporation
29. Commonwealth Bank of Australia
30. Credit Suisse A.G.
31. FirstRand Bank Ltd.
32. Industrial & Commercial Bank of China Ltd.
33. JSC VTB Bank
34. National Australia Bank
35. Cooperatieve Rabobank U.A.
36. Sberbank
37. United Overseas Bank Ltd.
38. Westpac Banking Corporation

39. Woori Bank
40. The Royal Bank of Scotland plc
41. Doha Bank Qsc
42. Industrial Bank of Korea
43. KEB Hana Bank
44. National Bank of Abu Dhabi PJSC

E OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd

COPY OF PPA

ENCLOSED AS SEPARATE FILE

Annexure - 4

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement Section-3 'Information and Instruction to Bidders', as given in this Request for Selection (RfS) Document. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *NTPC Ltd.* has decided to use the portal <https://www.tcil-india-electronicstender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender[®]. A portal built using ElectronicTender's software is also referred to as ElectronicTender System[®] (ETS).

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

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class III and above.
2. Register on ElectronicTendering System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
 - Query to *NTPC* (Optional)
 - View response to queries posted by *NTPC*
8. Bid-Submission on ETS
9. Post-TOE Clarification on ETS (Optional)
 - Respond to *NTPC* Post-TOE queries
10. Participate in reverse auction if invited.

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download the RfS & other documents after login into the TCIL website by using the Login ID & Password provided by TCIL during registration. If the documents are downloaded from TCIL website without logging into the TCIL portal then the bidders will not be able to upload the filled in Bids.
2. In case of bidding consortium where neither the Bidding Consortium itself nor its Lead Member has downloaded the RfS documents, Super User of the consortium member who has downloaded the RfS document shall create a User Id in favour of the nominated person of the Lead Member who has been authorized to submit the bid on behalf of the consortium. For any help in this regard kindly contact TCIL /ETS Helpdesk
3. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines)
E-mail ID	ets_support@tcil-india.com

Some Bidding related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts
 - Envelope I (Technical-Part and Excel Sheet as mentioned in Section-3.)
 - Envelope II (Financial-Part)
- Submission of digitally signed copy of Tender Documents/ Addendum online.

Offline Submissions:

In addition to the above, the bidders are required to submit certain documents physically offline also as per clause 3.12, Section-3 failing which the technical bids will not be opened.

Special Note on Security and Transparency of Bids

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

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. **Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.**

CAUTION:All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. If it is found during the TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for

downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the Main Bid shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt both Technical and Financial Bids are submitted along with other offline documents before deadline of submission of bid. The Pass-Phrase for both Technical and Financial Bids are required to be submitted in separate sealed envelopes.

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

Some Bidding related Information for this Tender (e-ReverseAuction)

e-ReverseAuction would be conducted after short-listing of qualified bidders as per **Clause 3.12.4**.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Clause 3.12.4.2, Section-3
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	Within last 08 minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Criteria of Bid-Acceptance	Please refer Clause 3.12.4, Section-3
5.	Entity – Start-Price	First Round Tariff Quoted by the bidders in Second Envelope
6.	Minimum Bid-Decrement	INR 0.01 i.e. 01 paisa

Other Instructions

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

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

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

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III or above well in advance of your first tender submission deadline on ETS. **(DSC is required for registration as a bidder at the portal)**.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). The bidders may note that as per **Clause 3.25**, Section-3 Earnest Money Deposit will be forfeited due to non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part into the 'Time Locked Electronic Key Box (EKB)'. .
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- **Microsoft Internet Explorer 7.0 or above**
- Digital Certificate(s)

Vendors Training Program

One day training program on chargeable basis (10:00 Hrs to 17:00 Hrs) would be provided by M/s TCIL. The cost of training to be provided by M/s TCIL shall be payable directly to M/s TCIL. The authorized representative(s) of interested bidders (i.e. Solar Power Developer (SPD) / Supplier organization) who wish to attend the training program are requested to carry a Laptop with Wireless Internet Connectivity.

For further assistance please contact TCIL Helpdesk as specified below.

Customer Support: +91-11-26241790 (Multiple Telephone lines)

Helpdesk email ID: ets_support@tcil-india.com
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TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial Bids and short-listing of bidders based on the First Round Quoted Tariff and capacity of qualified Project(s), NTPC shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-3 and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. TCIL will provide all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as informed to the bidders.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which are mentioned below in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant NTPC guidelines* shall be initiated by NTPC.
7. The Bidder shall not divulge either his Bids or any other exclusive details of NTPC to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Bidders may note that, although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering

- the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid.
- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NTPC, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the NTPC contract personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOI, signing of PPA etc would be transacted directly between successful bidder(s) and NTPC.
 - f) LOI may be placed outside the e-portal & further processing of the LOI may also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in **Annexure – 4** of the RfS document.
 - h) Bidders are advised to visit the auction page login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
 - i) NTPC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.tcil-india-electronictender.com>
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in **Section-3** and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

- i. The 'Opening Price' of each bidder i.e. start price for RA will be the "First Round Tariff Bid" quoted by the respective bidder in its financial bid for the qualified Project(s).
- ii. Bid Decrement shall be at least INR 0.01 i.e. 01 paisa and in multiples thereof.

After completion of the online Reverse Auction, the last quoted price of each bidder shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online RA, then NTPC may consider the "First Round Tariff" bid received through e-tendering for selection.

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

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

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/number of Projects being auctioned, auction rules etc.

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

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

Other terms and conditions shall be as per bidder's bid and as per NTPC's RfS documents and other correspondences, if any, till date.