

REQUEST FOR SELECTION

DOCUMENT

FOR

**NEW GRID CONNECTED
SOLAR PHOTO VOLTAIC PROJECTS
UNDER PHASE 1 OF JNNSM
Batch II**

ISSUED BY

NTPC Vidyut Vyapar Nigam Limited

7th Floor , Core-3, Scope Complex, 7 Institutional Area, Lodi Road, New Delhi -110003
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August 2011

This RfS document along with Annexure as per Index is issued to -

M/s. _____

NOTES:

1. This document is not transferable.
2. Though adequate care has been taken while preparing the 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. If no intimation is received from any Bidder within ten days from the date of issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
3. The NTPC Vidyut Vyapar Nigam Limited (NVVN) reserves the right to modify, amend or supplement this RfS document including PPA.
4. While this RfS has been prepared in good faith, neither the NVVN nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Authorised Person

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Date: 24.08.2011

Section 1

INTRODUCTION & BACKGROUND

Section 1

1.0 INTRODUCTION & BACKGROUND

- 1.1 NTPC Vidyut Vyapar Nigam Limited (NVVN), the nodal agency wishes to invite proposals for setting up of grid connected Solar PV Projects (total aggregate capacity of 350 MW (approx.) is expected under Phase I Batch II of JNNSM. However the capacity available will be disclosed at the time of short-listing) for purchase of power for a period of 25 years.
- 1.2 The objective of the Jawaharlal Nehru National Solar Mission (JNNSM) under the brand 'Solar India' is to establish India as a global leader in solar energy by creating the policy conditions for its diffusion across the country as quickly as possible. The Mission has set a target of 20,000 MW and stipulates implementation and achievement of the target in 3 phases (first phase upto 2012-13, second phase from 2013 - 2017 and third phase from 2017 - 2022) for various components including utility grid connected solar power. JNNSM recognizes that indigenous manufacturing capacity for solar power equipment is vital, if the goal of 20,000 MW of solar power is to be met by 2022. Therefore, it becomes necessary to introduce a criteria for ensuring domestic content for Projects in first phase.
- 1.3 In order to facilitate grid connected solar power generation under the first phase, JNNSM provides for a scheme of "bundling" relatively expensive solar power with cheaper power from the unallocated quota of the Government of India (Ministry of Power) out of the capacity of the NTPC coal based stations.
- 1.4 Many investors are willing to set up solar based power plants. However, sale of power by the IPPs may be an issue due to the high cost of power and realization of tariff for the same from the distribution companies.
- In order to incentivise setting up of a large number of Solar Power Projects, while minimizing the impact on tariff various alternatives were explored. One of the options is to bundle solar power along with cheaper power out of the unallocated quota of Central stations and selling this bundled power to state distribution utilities at the CERC regulated price. This will bring down the gap between average cost of power and sale price of power. For the purpose of bundling, power has to be purchased by an entity and re-sold to the state power distribution utilities. Such function can be done only by a trading Company/Discoms, as per the existing statutory provisions.
- 1.5 NTPC Vidyut Vyapar Nigam Ltd. (NVVN) a company engaged in the business of trading of power has been designated as nodal agency by the Ministry of Power (MoP) for entering into a Power Purchase Agreement (PPA) with Solar Power

Developers. The PPAs shall be signed with the Developers who will be setting up Solar Projects upto March 2013 and are connected to the grid at voltage level of 33 KV and above. The PPAs will be valid for a period of 25 years. For each MW of solar power installed capacity for which PPA is signed by NVVN, MOP shall allocate to NVVN an equal MW capacity from the unallocated quota of NTPC stations. NVVN will bundle this power and sell this bundled power at a rate fixed as per CERC regulations.

1.6 Total Capacity and Portfolio of Solar PV and Solar Thermal Projects

The total aggregated capacity of the grid connected solar projects to be developed under bundling scheme of JNNSM Phase I shall be 1000 MW. This capacity is inclusive of the capacity which has come up under Migration Scheme and Batch I Phase I of JNNSM. The projects to be selected under this scheme provides for deployment of both Solar PV Technology Projects and Solar Thermal Technology Projects in a ratio of 50:50, in MW terms. However, within these two broad technology groups, the selection of projects would be technology agnostic. For the purpose of calculation of the ratio as mentioned above, projects selected under Migration Guidelines from their existing arrangement to JNNSM would also be taken into account.

Any demonstration projects approved by MNRE from time to time shall not be considered under this bundling scheme.

Under the Phase I of the JNNSM, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects.

- 1.7** Ministry of New and Renewable Energy has issued guidelines for selection of new grid connected solar power projects of PV available in the web sites of MNRE and NVVN at www.mnre.gov.in and www.nvvn.co.in respectively. These guidelines has formed the basis for selection of new projects under Second Batch and the RfS document has been prepared in line with these guidelines.

Section 2

Definitions

Section 2

2.0 Definitions

“Affiliate” shall mean a Company that, directly or indirectly,

- i) controls, or
- ii) is controlled by, or
- iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six percent) of the voting rights of the other Company;

“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;

“CERC Approved Applicable Tariff” shall mean the Tariff as approved by Central Electricity Regulatory Commission (CERC) for Solar PV Project based on the year of signing the PPA and the year of commissioning of the Project. In case Solar PV Project seeks to avail accelerated depreciation, the net applicable tariff as approved by CERC after adjusting accelerated depreciation shall be considered as Applicable Approved Tariff for the Project;

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956;

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

“Financial Closure or Project Financing Arrangements” means 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.

“Group Company” of a Company means (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or (iii) 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 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 / Metering point” shall mean the point at 33kV or above where the power from the solar power project is injected into the CTU/STU transmission system (including the dedicated transmission line connecting the power project with the CTU/STU system). Metering shall be done at this interconnection point where the power is injected into the CTU/ STU system.

“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 Vidyut Vyapar Nigam Ltd (NVVN) to the Selected Bidder for award of the Project.

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008;

“LLC” shall mean Limited Liability Company;

“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;

“Parent” shall mean a Company, which holds at least 26% equity either directly or indirectly in the Bidding Company or a in a Member of a Consortium developing the Project;

“Project” shall mean the installed capacity under PPA signed with Solar Power Developer (s) having single point of injection to the grid;

“Project Company” shall mean the Company incorporated by the Bidder as per The Companies Act, 1956 in accordance with Clause 3.6;

“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 uses sunlight for direct conversion into electricity through Photo Voltaic technology;

“Technology Partner” shall mean any entity from which the Bidder proposes to take technology support. In case Technology Partner decides to participate in equity commitment then it has to be a Company. This entity can be a Member in more than three Bidding Companies / Consortium provided that it holds less than 10% of equity commitment in each Bidding Company / Consortium;

“Ultimate Parent” shall mean a company, which owns at least twenty six percent (26%) equity either directly or indirectly in the Parent and Affiliates.

Section 3

INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

3.0 INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Total Capacity Offered

Selection of Solar PV Projects for capacity of 350 MW (approx.) is expected under Batch II of JNNSM. However the capacity available will be disclosed at the time of short-listing.

3.2 Capacity of each Project

Given the requirement to connect the project to the transmission utility substations at 33kV and above, the Project capacity shall be at least 5 MW (with a tolerance of + 5%) in case of Solar PV Projects and the maximum capacity of the Project shall be up to 20 MW (with a tolerance of $\pm 5\%$).. The plant capacity shall remain in multiples of 5 MW.

Any capacity of solar power projects allocated to the Project Developer in any of earlier allocations by the Ministry of New and Renewable Energy or any other agency shall not be counted for this purpose.

Note: - The Capacity of the Project in MW is the installed Capacity of the Project / Maximum Power Output (AC) from the Solar Power Plant which can be scheduled at the point of Injection to the GRID during any time block of the day.

3.3 Obtaining RfS Document & Processing Fees

- a) RfS document is available for download free of cost from the web site www.nvvn.co.in. However RfS document can also be obtained from NVVN office at the address mentioned in cover page, on all working days i.e. from Monday to Friday between 10:00 Hrs to 16.30 Hrs, on submission of an application by the Bidding Company along with a payment of Rs.5000/- in the form of DD / Pay Order, payable to NTPC Vidyut Vyapar Nigam Limited at New Delhi. The document has to be purchased in the name of the Bidding Company / Lead Member of Bidding Consortium only.
- b) Prospective bidders interested to participate in the bidding process are required to submit their RfS document along with a non-refundable processing fee of Rs.1.00 Lakh for each project in the form of DD / Pay Order payable in favour of NTPC Vidyut Vyapar Nigam Limited, at New Delhi. A bidding company / Consortium will be eligible to participate in the bidding process only on submission of RfS along with the processing fee.

3.4 **Proposal for Short-listing of Projects**

Bidders may submit response to Request for Selection (RfS) for development of Solar PV Projects under this scheme. Response to RfS has to be submitted as per the terms & conditions of this RfS.

3.5 **Number of Response to RfS by a Company**

The total capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent-or any Group Company shall be limited to 50 MW. The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company may submit application for a maximum of three projects at different locations subject to a maximum aggregate capacity of 50 MW. The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company shall submit one single application in the prescribed format detailing all projects at multiple locations for which the developer is submitting the application.

Statement for the same is to be submitted as per Format for Disclosure (Format – 6.9).

3.6 **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 will be based on meeting the Qualification Requirements specified for Net Worth, Technical criteria and connectivity with Grid given below:

A. Companies Eligible for Participation :

- (i) Companies incorporated in India under the Companies Act, 1956;
- (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;
- (iii) Companies shortlisted in RfS / RfP can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA keeping the original shareholding unchanged. In case applications for multiple projects have been made, separate project company can be formed for each project.
- (iv) Limited Liability Partnership (LLPs) / Limited Liability Companies (LLCs) are **not** eligible for participation.

B Financial Criteria

(i) Net Worth

The Net Worth of the company should be equal to or greater than the value calculated at the rate of Rs 3 Crore or equivalent US\$ per MW of the project capacity upto 20 MW. For every MW additional capacity, beyond 20 MW, additional net worth of Rs. 2 crore would need to be demonstrated.

In case of application by one company for multiple projects total cumulative capacity applied by the Company shall be considered for the purpose of Net Worth. (Example: - Company 'A' applying for say 3 projects of 15 MW each the Net Worth requirement shall be computed as $20 \times 3 + 25 \times 2 =$ Rs.110 Crores)

However, in case the application is made by two Companies of the Group, the Net Worth required shall be calculated separately for each Company. (Example: - Company 'B' applying for 2 project of 15 MW and Company 'C' applying for 1 projects of 20 MW then Net Worth requirement for Company 'B' shall be $20 \times 3 + 10 \times 2 =$ Rs.80 Crores and for Company 'C' shall be $20 \times 3 =$ Rs.60 Crores)

{Note: - For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidder's banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.}

Net Worth

| | |
|------------|---|
| = | Paid up Equity share capital. |
| Add: | Free Reserves |
| Subtract : | Share premium (except in case of listed companies) |
| Subtract: | Revaluation Reserves |
| Subtract: | Intangible Assets |
| Subtract: | Miscellaneous Expenditures to the extent not written off and carry forward losses |

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

that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.

- (iii) **Existing Companies:** - The computation of Net Worth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Net Worth, the last four financial years shall be considered. The Bidder would thus be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four Years, then starting from the year of incorporation) 2007-08, 2008-09, 2009-10 and 2010-11 (if available), (or Calendar Years 2007, 2008, 2009 and 2010 or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country) while indicating the year which should be considered for evaluation along with a Net Worth certificate from a Chartered Accountant to demonstrate the fulfilment of the criteria. Individuals / Directors, Association of Persons, Partnership firm, Section 25 companies of the Companies Act, 1956 etc. Net Worth will not be considered for computation of Net Worth.

Or

In case of existing Companies / Consortium, the Net Worth criteria can also be met as on day not more than seven days prior to the last date of submission of response to RfS by the bidding Companies / Consortium. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of response to RfS along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statement supported with the Bank statements.

Newly Incorporated Companies: - For a newly incorporated Company / Consortium relying solely on its own credentials, where the annual accounts have not been prepared, the Net Worth criteria should be met as on day not more than seven days prior to the last date of submission of response to RfS by the bidding Companies / Consortium. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of response to RfS along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statement supported with the Bank statements.

- (iv) If the response to RfS is submitted by a Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement 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 Project Company. For computation of Net Worth of members methodology as provided in para (i) above shall be followed. Any Consortium, if selected, shall, for the purpose of supply of power to NVVN, incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted alongwith RfS) before signing the PPA with NVVN 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 upto One Year after the 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.

The Bidder may seek qualification on the basis of financial capability of its Parent and / or it's Affiliate(s) for the purpose of meeting the Qualification Requirements.

In case, any Company is selected for developing Solar PV Project (s), the Company will have to meet the total Net Worth requirement for all the Projects selected and submit the proof for the same again within one month from the date of issue of Letter of Intent before entering into PPA.

Note: - (i) Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required Net Worth, the required Net Worth has to be infused in the Project Company before signing of PPA. The bank statement starting from the date of submission of RfS till date will also be required to be submitted before signing of PPA. A copy of Return filed with ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of RfS and before signing of PPA

(ii) It is not necessary to have the Technology partner at RfS stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/Consortium.

C Technical Criteria

The Bidder shall deploy commercially established technology wherein there is at least one project successfully operational of the proposed technology, for at least one year, anywhere in the world. The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of clause 3.21 under the title "Financial Closure or Project Financing Arrangements". The undertaking shall be as per enclosed Format – 6.7.

Detailed technical parameters for Solar PV Projects are at Annexure - 1.

D Connectivity with the Grid

- (i) The plant should be designed for inter-connection with the transmission network of CTU / STU or any other transmission utility at voltage level of 33 kV or above. The Project Developers should indicate to the transmission - licensee the location [Tehsil, Village and District, as applicable] of its proposed project. In this regard, the Bidder shall submit a letter from the CTU / STU / any other Transmission Utility along with the response to RfS confirming technical feasibility of connectivity of the plant to substation at the indicated location as per **Format – 6.8**.
- (ii) The responsibility of getting connectivity and open access with the transmission system owned by the CTU / STU / any other Transmission Utility, as may be required, will lie with the Bidder / Project Developer. The transmission of power up to the point of interconnection where the metering is done shall be the responsibility of the SPD at its own cost.
Note: - Interconnection with the Discom network may be accepted in exceptional cases where the Discom is the ultimate buyer of the entire quantity of power from that project; and NRVN has signed Power Sale Agreement with that Discom and Discom agrees to an agreed interconnection point and at an agreed voltage. This arrangement would be subject to arrangement of energy accounting with the SLDC.
- (iii) The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by STU or Discom or any other agency. The entire cost of transmission including cost of construction of line, wheeling charges, losses etc. from the project upto the interconnection point will be borne by the Project Developer and will not be reimbursed by NRVN or met by the STU/Discom. This connectivity can also be achieved through a shared line with any agency or any existing line of Discom or STU, provided the energy accounts are bifurcated and clearly demarcated for the power generated at solar project and are issued by the STU/ SLDC concerned.
- (iv) The Project Developer may, however, shift interconnection point closer to his project if 33 kV substation comes closer to project during the tenure of PPA provided that the interconnection shall be maintained at 33 kV or above and energy at solar project is clearly demarcated for the power generated at solar project and energy accounts are issued by the STU/ SLDC concerned. The costs associated with this arrangement will also be borne by the project developer including the wheeling charges and losses up to the interconnect point.

Note :In case of Bidding Consortium, if the STU connectivity letter is in the name of non lead member, the same will be accepted against application of one project only and would be required to be transferred to the Project Company before signing of PPA.

E Domestic Content

One of the important objectives of the National Solar Mission is to promote domestic manufacturing. In view of this, the developers are expected to procure their project components from domestic manufacturers, as far as possible. For Solar PV Projects to be selected in second batch during FY 2011-12, it will be mandatory for all the Projects to use cells and modules manufactured in India. PV Modules made from thin film technologies or concentrator PV cells may be sourced from any country, provided the technical qualification criterion is fully met.

3.7 Short-listing of Projects

In the Second Batch, for selection of projects, NVVN shall evaluate only those responses to RfS, which are received by the due date and time at the office of NVVN. The responses will be evaluated based on the qualification requirement and all the responses meeting the qualification requirements shall be short-listed. If the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to the capacity mentioned as per **Clause 3.1**, all the short-listed Bidders in the second batch i.e. in FY **2011-12** would be selected and Letter of Intent (LOI) will be issued to all the short-listed Bidders on CERC Approved Applicable Tariff.

3.8 In the event, the total aggregate capacity of the Solar PV Projects short-listed is higher than the capacity mentioned as per **Clause 3.1**, the final selection of the Bidders from the list of short-listed Bidders shall be done on the basis of discount to be offered by Bidders on CERC Approved Tariff as applicable on the date of submission of bids as detailed in the next sub-section 3.8.1.

3.8.1 Selection of Projects in Second Batch based on Discount in Tariff

- a) Request for Proposal (RfP) document containing the format and detailed mechanism for indicating discount on CERC Approved Tariff will be issued to the short-listed Bidders.
- b) The Bidders will be required to submit RfP indicating the discount in Paisa/kWh on CERC Approved Applicable Tariff. Bidders will be required at this stage to exercise the option of availing Normal Rate of Depreciation or Accelerated rate of Depreciation for the purpose of accounting practices to be followed for the project. However if at any stage any discrepancy is observed on the same, provisions of Clause 3.8.1 Note mentioned in this RfS will be applicable.
- c) The Bidders offering the maximum quantum of discount on CERC Approved tariff (irrespective of Normal rate of depreciation or Accelerated rate of depreciation) will be selected first and so on in decreasing order till the total aggregate capacity as per **Clause 3.1** is reached.

- d) In case a Bidder submits response to RfS for multiple Projects and such Projects are shortlisted, then the developer has to offer discount separately on each such shortlisted Project.
- e) In case the Capacity of last Project selected in Batch II is higher than the capacity to be selected for meeting the cumulative capacity of all the Projects to be selected under these Guidelines, the Capacity of last Project selected shall be limited so as to meet the cumulative capacity of all the Projects to be selected under second Batch of these Guidelines. However, the allocated Project Capacity of such selected Project shall not be less than 5 MW.
- f) The Bidders will be required to furnish Bid Bond for each project on graded scale along with the RfP bid as provided hereunder:

| Sl. No. | Discount offered on CERC Approved Tariff | Amount of Bid Bond applicable for every paise of discount on CERC Approved Tariff (per MW) |
|---------|--|--|
| 1. | Upto 10% | Rs. 10,000/= |
| 2. | More than 10% & Upto 15% | Rs. 20,000/= |
| 3. | More than 15% & Upto 20% | Rs. 30,000/= |
| 4. | More than 20% & Upto 25% | Rs. 40,000/= |
| 5. | More than 25% | Rs. 50,000/= |

Note: - A Sample Bid Bond calculation attached.

- g) In the eventuality of a tie in the bidding process, the selection of bidder would be by draw of lots.

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

Note: - (i) The Selected Project Developers will be required to submit a copy of the audited annual accounts along with tax audit report supplemented with calculation of Depreciation and a copy of Income Tax return for the first 05 years from Commercial Operation Date (COD) of the 1st Unit of the Solar Power Project Company. If at any stage after COD it is found that instead of Normal Rate of Depreciation (based on which the Solar Power Project Company was selected) the Solar Power Project Company is claiming Accelerated Rate of Depreciation as per the Income Tax Act 1961, the applicable Tariff of the Solar Power Project shall stand changed to CERC Tariff for Accelerated Rate of Depreciation from the COD with applicable discount.

(ii) In case ownership of the assets, (excluding land) does not vest with the developer, the CERC Applicable Tariff with Accelerated rate of Depreciation with applicable discount will be made applicable for such Projects from the Commercial Operation Date (COD) of 1st Unit of the Project.

3.9 Power Purchase Agreement

A copy of Draft Power Purchase Agreement to be executed between NVVN and the Selected Bidder(s) is enclosed at Annexure - 3. The PPA shall be executed within one month of the date of issue of Letter of Intent.

Before signing of PPA with the shortlisted bidders, NVVN will verify the documents furnished by the bidders 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. Bidders will be required to furnish the documentary evidence claimed for meeting the RfS eligibility conditions. NVVN at this stage may also ask the bidders to furnish the audited balance sheet of the previous month end along with complete Bank Statement starting from day 1 of submission of RfS till date alongwith a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.

3.10 Submission of Response to RfS by the Bidder

The response to RfS shall contain the following:

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 the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an 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. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**;
4. Performance Guarantee (to be submitted at the time of signing of PPA) in the form as per **Format 6.3 B**;

5. Board Resolutions, as per prescribed formats enclosed as **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
 - c. 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 as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
6. 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;
7. Format for Financial Requirements as per **Format 6.6** as applicable;
8. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of same shall be submitted within 210 days of signing of PPA as per **Format 6.7**;
9. A letter from the CTU / STU / any other Transmission Utility (as applicable) confirming connectivity of the Project as per **Format 6.8**;
10. A disclosure statement as per **Format 6.9** regarding participation of any related companies in this bidding process;
11. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.11**;
12. Checklist for Bank Guarantee as per **Appendix – A**;
13. Submission of Summary Data Sheet as per **Format – 6.10** in print and a soft copy in CD submitted along with other Documents mentioned in Section 6.

14. 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 alongwith shareholders rights and obligations filed with ROC.
- 3.11 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.
- 3.12 **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 alongwith may be verified before signing of PPA in terms of **Clause 3.9**.
 - b. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, the NVVN 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.
 - c. If the event specified at (a) is discovered after the Effective Date, consequences specified in PPA shall apply.
 - d. Response submitted by the Bidder shall become the property of the NVVN and the NVVN shall have no obligation to return the same to the Bidder.
 - e. All pages of the response to RfS submitted must be initialed by the person authorised by the board as per Format 6.4, on behalf of the Bidder.
 - f. The response to RfS shall be submitted as mentioned in clause 3.14. 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. NVVN reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
 - g. All the information should be submitted in English language only.
 - h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
 - i. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by NVVN.

- j. Response to RfS not submitted in the specified formats will be liable for rejection by NVVN.
- k. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- l. 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 NVVN of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- m. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to RfS.

3.13 Due Date

The Bidders should submit the response to RfS so as to reach the address specified at **Clause 3.14** below by 17:00 Hrs (IST) on 23.09.2011.

3.14 Method of Submission

The response to RfS is to be submitted in a sealed envelope in the following manner;

- i. **1st Envelop** – Superscribed as
“**1st Envelop containing Processing Fee, Bank Guarantee towards EMD & Summary Data Sheet**” at the top of the Envelop; and
“**Name & Address of the Bidder**” on the left hand side bottom;
And addressed to NVVN shall contain filled up Summary Data sheet (Format 6.10), DD/Pay order of Rs.1,00,000/- per project towards Processing Fee and Bank Guarantee towards EMD @ Rs.20 Lakh/MW per project to be submitted separately along with the 2nd Envelop.
- ii. **2nd Envelop** – Superscribed as
“**2nd Envelop containing RfS for supply of Solar PV Power**” at the top of the Envelop;
“**Name & Address of the Bidder**” on the left hand side bottom;
And addressed to NVVN shall contain covering letter & all other documents and Formats as specified in Section 6.0 of this RfS document.
- iii. Both the 1st Envelop & 2nd Envelop shall be attached together and submitted to NVVN at the address mentioned below: -

Address of NVVN : Additional General Manager (C&M)
NTPC Vidyut Vyapar Nigam Limited
7th Floor, Core 3, Scope Complex,
7 Institutional Area, Lodi Road,
New Delhi- 110003

3.15 Validity of the Response to RfS

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

3.16 Preparation cost

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

3.17 Enquiries/Clarifications

(i) Pre Bid Meeting

Clarifications / Doubts, if any, on RfS document may be addressed to AGM (C&M) at the address mentioned below on or before 02.09.2011. NVVN will make all efforts to respond to the same in the Pre Bid Meeting to be held on 02.09.2011 at 10:30 Hrs in SCOPE Complex Auditorium, Core-8, Ground Floor. A compiled list of such questionnaire and NVVN’s response will be uploaded in the website of NVVN for information of all concerned i.e. www.nvvn.co.in. All are requested to remain updated with the website. No separate reply/intimation will be given else where.

(ii) Enquiries/ clarifications may be sought by the Bidder from:

| | |
|---|--|
| <u>Name & Address of the Authorised Person of NVVN:</u> Additional General Manager (C&M) NTPC Vidyut Vyapar Nigam Limited 7 th Floor, Core 3, Scope Complex, 7 Institutional Area, Lodi Road, New Delhi- 110003 | Phone (Off):011- 24364578 Fax : 011-24362009 E-mail: nvvn solar2@gmail.com |
|---|--|

3.18 Right of NVVN to reject a Bid

NVVN reserves the right to reject all or any of the response to RfS or cancel the RfS without assigning any reasons whatsoever and without any liability.

3.19 Bank Guarantees

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

- Earnest Money Deposit (EMD) of Rs. 20 Lakh/MW for each project in the form of Bank Guarantee along with RfS as per Format - 6.3 A. (valid for a period of 210 days from last date of submission of the response to RfS)
- Bid Bond for the amount calculated as per Clause 3.8.1 (f) for each project in the form of Bank Guarantee along with RfP bid (as applicable) (valid for a period of 180 days from last date of submission of RfP bid)
- Performance Guarantee of Rs. 30 Lakh/MW for each project at the time of signing of PPA as per Format – 6.3 B. (valid for a period of 16 months from the date of signing of PPA)

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

Bank Guarantee of equivalent value submitted towards EMD & Bid Bond earlier would be required to be submitted in the form of Performance Bank Guarantee (PBG) at the time of signing of PPA and the Total Performance Guarantee (after conversion of EMD @ 20Lakh/MW, Bid Bond & performance guarantee @ Rs.30Lakh/MW) shall be submitted in 03 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40%. (Example - If total Performance Guarantee value including, EMD & Bid Bond (after conversion) is Rs.4.00 Cr. Then 03 BGs of value Rs.0.80Cr, Rs.1.60 Cr & Rs.1.60 Cr are to be submitted). On receipt and after verification of the Total Performance Bank Guarantee in acceptable form the earlier Bank Guarantees towards EMD & Bid Bond would be returned to the Bidder.

In case, NVVN offers to execute the PPA with the Selected Bidder and if the Selected Bidder refuses to execute the PPA or is unable to execute the PPA within the stipulated time period, the Bank Guarantees towards EMD and Bid Bond (if applicable) shall be encashed by NVVN.

In case the Bidder is not selected, NVVN shall release the Bank Guarantees towards EMD and Bid Bond (if applicable) within fifteen days of the issue of LOI to Selected Bidders.

The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank

Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

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

3.20 **Minimum Equity 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 NVVN indicating the controlling shareholding at the stage of submission of RfS to NVVN.

No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of response to the RfS till the execution of the PPA. However, in case the Project is being developed by a listed company, this condition will not be applicable.

The controlling shareholding shall mean more than 50% of the voting rights in the Company / Consortium.

After execution of PPA, the controlling shareholding of the Bidding Company or Lead Member (in case of Consortium) in the Project Company developing the Project shall be maintained for a period of (1) one year after Commercial Operation Date (COD) . Thereafter, any change can be undertaken under intimation to NVVN.

Note: - In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company can 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 NVVN. 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.

3.21 **Financial Closure or Project Financing Arrangements:**

The Project Developer shall report tie-up of Financing Arrangements for the projects within 210 days from the date of signing Power Purchase Agreement. At this stage, the Project Developer would furnish **within the aforesaid period** the necessary documents to establish acquiring of land for project, fulfillment of technical criterion, and would also need to specify their plan for meeting the requirement for domestic content.

- (i) The project developer would provide evidence that the requisite technical criteria have been fulfilled and orders placed / agreements entered into, for supply of plants and equipments for the project
- (ii) Required land for project development @ 2 Hectares / MW is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences: -
- Ownership or lease hold rights from State / Central agency only (for atleast 30 years) in the name of the Project Developer **and** possession of 100% of the area of land required for the project. Land can be taken on lease from State / Central agency only.
 - 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 affidavit from the Authorized person of the developer listing the details of the land and certifying total land required 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 and Hindi Languages.

Note: - (a) Change in the location of land from one State to other State is not permitted in any case. In exceptional circumstances change of land within the State could be agreed to within 210 days of signing of PPA or at Financial Closure, whichever is earlier, but with prior approval of NVVN. In such case the Bidding Company / Project Company has to furnish the revised CTU / STU / any other transmission utility connectivity letter for the new location.

(b) In case of Bidding Consortium, the possession of land or lease hold right of land from State / Central agencies is in the name of non lead member, the same will be accepted against application of one project only and would be required to be transferred to the Project Company before signing of PPA.

- (iii) The project developer would also need to specify their plan for meeting the requirement for domestic content.

In case of delay in achieving above condition as may be applicable, NVVN shall encash Performance Bank Guarantee and shall remove the project from list of the selected projects.

3.22 **Commissioning :**

Commissioning Schedule and Penalty for Delay in Commissioning:

In case of Solar PV, the Project shall be commissioned within 13 months of the date of signing of PPA. In case of failure to achieve this milestone, NVVN shall encash the Performance Guarantee in the following manner:

- a. Delay upto one month -NVVN will encash 20% of the total Performance Bank Guarantee proportionate to the Capacity not commissioned.

- b. Delay of more than one month and upto two months -NVVN will encash 40% of the total Performance Bank Guarantee proportionate to the Capacity not commissioned.
- c. Delay of more than two month and upto three months -NVVN will encash the remaining Performance Bank Guarantee proportionate to the Capacity not commissioned.

In case the commissioning of project is delayed beyond 3 months, the Project Developer shall pay to NVVN the Liquidated Damages at the rate of Rs.1,00,000 / MW 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 payment of Liquidated Damages shall be limited to 18 months from the date of signing of PPA. The amount of liquidated damages worked out as above shall be recovered by NVVN from the payments due to the Project Developer on account of sale of solar power to NVVN. In case, the Commissioning of the Project is delayed beyond 18 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

In case, the Commissioning of the Project is delayed beyond 18 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned upto 18 months and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

However, if as a consequence of delay in commissioning, the applicable tariff changes, that part of the capacity of the project for which the commissioning has been delayed shall be paid the agreed tariff as per PPA or the changed applicable CERC tariff, whichever is lower.

Note: - In case there is any change in tariff for that part of the capacity for which the commissioning has been delayed, the overall tariff for the project would be worked on the basis of weighted average method.

Part Commissioning:

Part commissioning of the Project shall be accepted by NVVN subject to the condition that the minimum capacity for acceptance of part commissioning shall be 5 MW and in multiples thereof. The PPA will remain in force for a period of 25 years from the date of acceptance of part commissioning of the Project.

3.23 Time Schedule for Solar PV Projects

Selection of Solar PV Projects shall be carried out according to the timeline given below

| Sl. | Event | Date |
|------------|---|--|
| 1 | Notice for Request for Selection (RfS) | zero date |
| 2 | Submission of response to RfS with documents for Registration | 30 days from issue of RfS (zero date+30 days) |
| 3 | Short-listing of Bidders based on RfS received and decision on tariff discounting | Within 45 days from receipt of response to RfS (zero date+75 days) |
| 4 | Tariff discounting process and submission of proposals by short-listed Bidders | Within 15 days from decision of tariff discounting (zero date+90 days) |
| 5 | Evaluation of Tariff discounting proposals | Within 30 days from submission of tariff discounting proposals (zero date+120 days) |
| 6 | Issue of letter of intent | Within 15 days from evaluation of tariff discounting proposals (zero date +135 days) |
| 7 | PPA Signing | Within 30 days from the date of issue of letter of intent (LOI date +30 days) |
| 8 | Financial closure / Financing Arrangement for the project | Submission of documents for financial closure / Financing Arrangement within 210 days from the date of signing of PPA (LoI Date +240 days) |
| 9 | Commissioning of the Project | 13 months from the date of signing of PPA |

3.24 In the event of any conflict of interpretation in terms and conditions between RfS document and Guidelines issued by MNRE, or in case of any ambiguity, the provisions of MNRE guidelines shall prevail.

Section 4

EVALUATION CRITERIA

Section 4

4.0 EVALUATION CRITERIA

4.1 *The evaluation process comprises of the following two steps:*

1. Step I – Responsiveness check
2. Step II – Bid evaluation

4.2 *Step I - Responsiveness check*

The response to RfS submitted by the Bidder shall be scrutinised 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 received by the due date and time
- ii) Response to RfS submitted by a Bidding Consortium not including the Consortium Agreement
- iii) Response to RfS having Conflict of Interest
- iv) Bidder submitting or participating in more than three projects either as a Bidding Company or as a Member of Bidding Consortium
- v) Non submission of Processing fee or EMD in acceptable form along with RfS document

4.3 *Step II - Bid evaluation*

- 4.3.1 Step II (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.

Section 5

OTHER PROVISIONS

Section 5

5.0 OTHER PROVISIONS

5.1 Role of State Level Agencies

It is envisaged that the State Level Agencies will provide necessary support to facilitate the development of the Projects. This may include facilitation in the following areas:-

- Access to Sites
- Land acquisition for the project
- Connectivity to the substation of CTU / STU / any other transmission utility at the voltage level of 33 kV or above

5.2 Role of Carbon Financing

Project developers are encouraged to identify the potential role of carbon finance in their investment analysis including:

- i. The expected revenues from emission reductions; and
- ii. The cost of power with and without carbon revenues.

A Nodal Agency will be designated as the program coordinating entity for the purposes of facilitating the emission reductions benefits using the programmatic approach. It will perform this function in cooperation with project developers and other parties and in line with the tariff regulations laid down by CERC.

Section 6

FORMATS FOR BID SUBMISSION

Section 6

6.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in **Clause 3.6** of Section 3 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Formats for Power of Attorney (Format 6.2)
- iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Financial Requirement (Format 6.6)
- viii. Format for Technical Criteria (Format 6.7)
- ix. Letter from CTU / STU / any other Transmission Utility (Format 6.8)
- x. Format for Disclosure (Format 6.9)
- xi. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per Format 6.11;
- xii. Checklist for Bank Guarantee as per Appendix – A;
- xiii. Copy of the Bank Statement
- xiv. Copy of the shareholding alongwith their terms & conditions as filed with ROC
- xv. List of Banks for issuance of BGs/ Bid Bond/ Performance Bank Guarantee (Annexure - 2)
- xvi. Filled up Summary Data sheet as per Format – 6.10 in print form & a soft copy in the form of CD
- xvii. Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.

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

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 Vidyut Vyapar Nigam Limited
Core-3, 7th Floor, SCOPE Complex,
Lodhi Road, New Delhi - 110003**

Sub: Response to RfS dated ----- for development of Solar PV Project(s)

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 power for 25 years to NVVN, 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 following Solar PV Project(s): -

| Project No. | Capacity (MW) | Location of Project | Details of EMD | All formats along with relevant documents for each projects are enclosed at following Annexures |
|-------------|---------------|---------------------|----------------|---|
| I | | | | Flag X |
| II | | | | Flag Y |
| III | | | | Flag Z |

Note: - All formats (from ii to xiv as per Clause 6.0 of section 6) are to filled separately for each project along with separate EMD for each project.

1. We give our unconditional acceptance to the RfS, dated [*Insert date in dd/mm/yyyy*] and PPA attached thereto, issued by the NVVN. In token of our acceptance to the RfS & PPA, the same have been initialed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 13 months of the date of signing of PPA.

2. Earnest Money Deposit (EMD) : - (Strike out whichever is not applicable)

- (a) **For Project No. I:** - We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.19 of this RfS. The capacity of the Solar PV Project offered by us is MW [*Insert installed capacity*].
- (b) **For Project No. II:** - We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.19 of this RfS. The capacity of the Solar PV Project offered by us is MW [*Insert installed capacity*].
- (c) **For Project No. III:** - We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.19 of this RfS. The capacity of the Solar PV Project offered by us is MW [*Insert installed capacity*].

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.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the NVVN 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, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the RfS with formats duly 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 NVVN.
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.

9. We confirm that all the terms and conditions of our Bid are valid upto _____
(Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred and eighty
(180) days from the last date of submission of response to RfS).

10. Contact Person

Details of the contact person are furnished as under:

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

11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.10 (5) (a))

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 if required, submission of Bid against RfP (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 submit Bid in response to RfP.
- ii) To do any other acts or submit any informations and documents related to the above response to RfS and RfP Bid, 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% of voting rights.

Format 6.3 A – Format for Earnest Money Deposit

(Note: - Separate EMDs in the form of BG to be submitted for each project)

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

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the project of the capacity of MW, at[*Insert Capacity of Plant and name of the place*] under Jawaharlal Nehru Solar Mission Phase –I for supply of power there from on long term basis, in response to the RfS dated ____ issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as 'NVTN') and NVTN considering such response to the RfS of[*insert the name of the Bidder*] as per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to NVTN having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 forthwith on demand in writing from NVTN 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. 20 Lakhs per MW of capacity proposed*] only, on behalf of _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with clause 3.19 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with clause 3.19 of this RfS*]. NVTN shall be entitled to invoke this Guarantee till ____ [*insert date of validity in accordance with clause 3.19 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the NVTN 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 NVVN, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NVVN.

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 NVVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NVVN 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 NVVN 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 NVVN 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 NVVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by NVVN to any entity to whom NVVN 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 3.19 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NVVN 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 Guarantee

(Note: - For each project Total Performance Guarantee (including conversion of EMD @ 20 Lakh/MW, Bid Bond & Performance Guarantee @ Rs.30Lakh/MW) is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% value.)

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS & RfP inter alia for selection of the project of the capacity of MW, at[Insert name of the place] under Jawaharlal Nehru Solar Mission Phase –I Batch II, for supply of power there from on long term basis, in response to the RfS dated ____ & RfP dated ---- issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as NVVN) having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 and NVVN considering such response to the RfS & RfP 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] hereby agrees unequivocally, irrevocably and unconditionally to pay to NVVN at [Insert Name of the Place from the address of the NVVN] forthwith on demand in writing from NVVN 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 guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

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

The Guarantor Bank hereby agrees and acknowledges that the NVVN 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 NVVN, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NVVN.

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 NVVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NVVN 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 NVVN 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 NVVN 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 NVVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by NVVN to any entity to whom NVVN 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 _____. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NVVN 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__

- 0 Witness:
- 1 1.
- 2 Signature
- 3 Name and Address
- 4
- 5 2.
- 6 Signature
- 7 Name and Address
- 8
- 9 Notes:

1. The Stamp Paper should be in the name of the Executing Bank.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

Appendix – A

CHECK LIST FOR BANK GUARANTEES

| Sl.No. | Details of checks | YES/NO. |
|---------------|--|----------------|
| a) | Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution | |
| b) | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than 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. Also the Stamp Paper should not be older than six months from the date of execution of BG). | |
| 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? | |

Format 6.4 - Format for Board Resolutions

(Format for the Board resolution to be passed)

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, 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, 'Selection of New Grid Connected Solar Photo Voltaic Project' in the country of India, including signing and submission of all documents and providing information / response to RfS to NVVN, representing us in all matters before NVVN, and generally dealing with NVVN in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member 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 dated 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 the Project 'Selection of New Grid Connected Solar Photo Voltaic Project' and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[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 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.

Format 6.5 – 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 dated _____ issued by NVVN a Company incorporated under the [Companies Act, 1956, 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 NVVN desirer to purchase power under Jawaharlal National Solar Mission Phase I;

WHEREAS, the NVVN had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by NVVN 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% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders or through internal accruals and mobilising 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 thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of NRVN 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 NRVN.
13. The Lead Member is authorised 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 and the RfP Bid.
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 NRVN.
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 NVVN.

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 -----

(2) Signature -----

Name:

Name:

Address:

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 be filled separately for individual projects)

To,

**NTPC Vidyut Vyapar Nigam Limited
Core-3, 7th Floor, SCOPE Complex,
Lodhi Road, New Delhi - 110003**

Dear Sir,

Sub: Response to RfS for Selection of New Grid connected Solar PV Projects of capacity __MW at _____ (Project location) under Phase 1 of JNNSM

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

(i) For Existing Companies

| Description | Select any one (whichever is applicable) |
|---|--|
| Audited annual accounts of any of the last four (4) financial years 2007-08, 2008-09, 2009-10 and 2010-11 [<i>Strike out the financial years not applicable</i>] Or | Applicable / Not Applicable |
| Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies) | Applicable / Not Applicable |

(ii) For new Companies

| |
|--|
| Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies) |
|--|

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 Company / Parent/ Affiliate/ Group Company | Name of Company / Parent/ Affiliate whose Net Worth is to be considered | Relationship with Bidding Company* | Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfS | Net Worth (in Rs. Crore) of the Member Company |
|--|---|------------------------------------|--|--|
| Company 1 | | | | |
| --- | | | | |
| --- | | | | |
| Total | | | | |

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 networth is to be considered | Relationship with Bidding Company* (if any) | Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfS | Net Worth (in Rs. Crore) of the Consortium Member Company | Equity Commitment (in %age) in Bidding Consortium | Committed Net Worth (in Rs. Crore) |
|-----------------------------------|---|---|--|---|---|------------------------------------|
| Company 1 | | | | | | |
| --- | | | | | | |
| --- | | | | | | |
| Total | | | | | | |

** 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)**

Date:

Note: (i) Along with the above format, in a separate sheet, provide details of computation of Net Worth duly certified by Statutory Auditor.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Satetments and Bank statement by bank are to be enclosed in support thereof for confirmation of balance in cash & bank.

on the letter head of Bidder]

Format 6.7- FORMAT FOR TECHNICAL CRITERIA

(to be filled separately for individual projects)

To,

**NTPC Vidyut Vyapar Nigam Limited
Core-3, 7th Floor, SCOPE Complex,
Lodhi Road, New Delhi - 110003**

Dear Sir,

Sub: Response to RfS for Selection of New Grid connected Solar PV Projects of capacity __MW at _____ (Project location) under Phase 1 of JNNSM

We hereby undertake to certify in line with clause 3.21 under the title “Financial Closure or Project Financing Arrangement” that the following details shall be furnished within 210 days of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for atleast one year.
- 2.0 Details of the project with location and the successful operational period of the project utilizing this technology.
- 3.0 Evidence of clear possession of the required land for the project along with following documentary evidence: -
 - Ownership or lease hold rights from State / Central agency only (for atleast 30 years) in the name of the Project Developer **and** possession of 100% of the area of land required for the project. Land can be taken on lease from State / Central agency only.
 - 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 affidavit from the Authorized person of the developer listing the details of the land and certifying total land required 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 and Hindi Languages.
- 4.0 Specific plan for meeting the requirement of domestic content in case of projects based on Crystalline Silicon Technology.

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

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

(on the letter head of the CTU/ STU / or any other Transmission Utility)

Format 6.8- Format for Letter from CTU / STU / or any other Transmission Utility

(to be filled separately for individual projects)

To,

[Insert name and address of NVVN / Nodal Agency of State / Bidding Company or Member of Consortium]

Dear Sir,

Sub: Response to RfS for Selection of New Grid connected Solar PV Project of capacity __MW at _____ (Project location) under Phase 1 of JNNSM

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 State grid / Central / other transmission utility at a voltage level of _____ KV (should be at 33 kV level & above).
2. We confirm the Technical feasibility of the connectivity of the plant with the State/ Central / other transmission utility grid from _____ [*Insert name & location of the sub-station of voltage level of 33 kV & above*].
3. We further undertake that the connectivity with the grid will be provided with in a period of 13 (Thirteen) months from signing of PPA between M/s _____ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] and NVVN or any further period as intimated by M/s _____ [*Insert name of the Bidding Company/ Lead Member of Bidding Consortium*] along with confirmation from NVVN for such extended period.

For and on behalf of -----

[Insert name of CTU/ STU / any other Transmission Utility / Nodal Agency of State]

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

Note: -

- 1) “Nodal Agency” shall mean Nodal Agency of State dealing in Renewable Energy.
- 2) The letter received by the Bidder from Nodal Agency has to be submitted to NVVN.
- 3) The letter from STU / Nodal Agency of State addressed to NVVN shall also be acceptable.

Format 6.9 - Format for Disclosure

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

Disclosure

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

We further 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 & RfP bid will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed.

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

Format 6.10 – Summary Data Sheet

Soft Copy of the Excel Utility is available on www.nvvn.co.in

Sample Format

| Summary Data Sheet (Format 6.10) | | | | | | | | | | | JNNISM Phase-I, Batch-II | | |
|--|---|---------------------------|-----------------------------------|----------------------------------|---|--------------------------------------|--|---|-----------|--|----------------------------|-----------------|------------|
| Asterisk Marked (*) fields are to be filled mandatorily. | | | | | | | | | | | | | |
| Section | Details to be Furnished by the Bidder | | | | | | | | | | | Refer | |
| | | | | | | | | | | | | RIS Doc | |
| | | | | | | | | | | | | Clause | |
| Bidder's Details | Full name of Bidder:* | | | Bidder's Status:* | | | | | | | | Cl 2.0 | |
| | Address (Line-1):* sofasfa | | | Address (Line-2): | | | dfasff | | | | | | |
| | City:* | | State:* | | Country:* | | India | | ZIP/PIN:* | | | | |
| | Bidder's Website, if any: | | | | | | | | | | | | |
| | List of Parent/ Ultimate Parent/ Affiliates/ Group Companies, if any: | | | | | | | | | | | | |
| | Details of other Projects, if any, being bid by Parent/ Ultimate Parent/ Affiliates/ Group Companies: | | | Project 1: | | Company Name: | | Capacity (in MW): | | Location: | | | |
| | | | | Project 2: | | Company Name: | | Capacity (in MW): | | Location: | | | |
| | Name of the controlling share holding company:* | | | | | | | | | | | | |
| Whether listed with any stock exchange:* | | | Name of Exchange(s) where listed: | | | | | | | | | Cl 2.0 | |
| Project Details | Number of Projects offered for selection through this Application: | | | | | | | | | Total Capacity in MW (Limit 50 MW): | | 0.00 | |
| | Capacity of the Project (in MW):* | Location | | Technology & Technology Provider | | Grid Connectivity | | Details of BG Submitted towards EMD (@Rs.20 Lakhs/MW) per Project | | | | | |
| | | State:* | District, Tehsil, Village:* | | Name of the Technology partner and its Status (Status as clarified in Clarifications) | Technology proposed to be deployed * | Name of Transmission Utility & Substation Details (including Location) proposed to be connected* | Interconnection with Grid at Voltage level of* | BG Nos.: | Total Amount (in Rs. Lakhs) for the Project: | Name of the Issuing Bank * | BG Valid Upto * | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Processing Fee Details | Details of Processing fee (Rs 1.00 Lakh/project) | | | | | | | | | | | | |
| | (i) Amount (in Rs.Lakhs):* | | | (ii) Banker:* | | | | | | | | | Cl 3.3 (b) |
| | (iii) DD / Pay Order No.: | | | (iv) DD/Pay Order Date:* | | | | | | | | | |
| Authorization Details | Name & Contact details of the person authorized by the Company / Consortium to sign the RIS: | | | | | | | | | | | | |
| | (i) Name of the person :* | | | (ii) Designation:* | | | (iii) E-Mail address:* | | | | | | |
| | (iv) Mobile No.: | | | (v) Office Tel.(with STD Code):* | | | (vi) Fax(with STD Cd):* | | | | | | |
| | Correspondence Add.: | Same as Bidder's Address: | | No | Add (Line1):* | | Add (Line2): | | | | | Format 6.4 | |
| City:* | State:* | | Country:* | | ZIP/PIN:* | | | | | | | | |

| Net Worth details | Name of Company/ Parent/ Ultimate Parent/ Affiliate/ Group / Consortium Member/ Technology Provider Company whose Net Worth is to be considered* [1] | Relationship with Bidder* | In case entity at [1] is Parent/ Affiliate/ Group Company of a Consortium member, then name of such Consortium member | Annual audited accounts submitted for the year/ period | | | | | Financial/ Accounting Year/ Period to be considered for Net Worth * | Paid up equity share capital (in Rs. Crores) * | Free Reserves (in Rs. Crores) * | Share Premium (Indicate 0 if entity at [1] is a listed company) * | Revaluation Reserves (in Rs. Crores) * | Intangible Assets (in Rs. Crores) * | Miscellaneous Expenditures to the extent not written off & carry forward losses (in Rs. Crores) * | Net Worth of the Entity at [1] (in Rs. Crores) * | Mandatory in Case of Consortium* | | CI 3.6 A | |
|---|---|---------------------------|---|---|-------------------|-------------------|-------------------|---------------------------|---|--|---------------------------------|---|--|-------------------------------------|---|--|--|-------------------------------------|----------|--|
| | | | | 2006-07 or 2006 * | 2007-08 or 2007 * | 2008-09 or 2008 * | 2009-10 or 2009 * | 7 days Prior to Bidding * | | | | | | | | | Equity Commitment in Bidding Company (in %age) | Committed Net Worth (in Rs. Crores) | | |
| | | | | | | | | | | | | | | | 0.00 | | | | | |
| | | | | Date of Audited Account:* | | | | | | | | | | | | | | | | |
| Consortium's total Net Worth committed (Rs. Crores): | | 0.00 | | Click *+Add Rows* button to add more rows for filling details of additional Companies above. Incomplete rows (all mandatory fields not filled-in) won't be considered & will be deleted/contents cleared during validation. | | | | | | | | | | | | | | | | |
| Confirmation of meeting RFS various Requirements | Confirm attachment of -Financial requirements as per format 6.6 * | | | | | | | | | | | | | | | | CI 3.6 A | | | |
| | Confirm attachment of- Letter from STU confirming Technical Feasibility of connection as per format 6.8 * | | | | | | | | | | | | | | | | CI 3.6 C | | | |
| | Confirm attachment of Board Resolution as per Format 6.4 authorizing the Authorized signatory for Signing the Documents * | | | | | | | | | | | | | | | | Format 6.4 | | | |
| | Confirm attachment of- disclosure statement as per format 6.9 * | | | | | | | | | | | | | | | | CI 3.10 SI 10 | | | |
| | Confirm unconditional acceptance of PPA issued with RIS Document:* | | | | | | | | | | | | | | | | | | | |
| | Confirm- All pages of the response to RIS & PPA are initialed by the person authorized by the Board * | | | | | | | | | | | | | | | | CI 3.12 d | | | |
| | Confirm- All information submitted in English Language * | | | | | | | | | | | | | | | | CI 3.12 f | | | |
| | Confirm- Validity of response to RIS as 180 days from last date of submission * | | | | | | | | | | | | | | | | CI 3.15 | | | |
| | Confirm attachment of - Declaration by the Solar Power Developer for the Proposed technology tie-up as per Format 6.11 * | | | | | | | | | | | | | | | | Format 6.11 | | | |
| | Confirm submission of Covering Letter as per Format 6.1 * | | | | | | | | | | | | | | | | Format 6.1 | | | |
| | Confirm submission of Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding company/ all member Companies of Bidding Consortium. * | | | | | | | | | | | | | | | | | | | |
| Any Other related information that Bidder feels necessary | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Place: | | | | | | | | | | | | | | | Signature: | | | | | |
| Date: | | | | | | | | | | | | | | | Name: | | | | | |

FORMAT - 6.11

Declaration by the Solar power Developer for the proposed technology tie-up (to be filled separately for individual projects)

| | | | |
|------------|--|---|--|
| 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 | Estimated Capacity Utilisation Factor | % | |
| 7 | Estimated Annual Generation | kWh | |
| 8 | Give brief about the proposed Technology | | |
| | | | |

Signatures

Annexure 1

Technical Parameter of PV Module for use in Grid Connected Solar Power Plants

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

1. PV Module Qualification

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

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

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

2. Authorized Test Centers

The PV modules must be tested and approved by one of the IEC authorized test centers. In addition a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore or Solar Energy Centre will also be valid. Ministry will review the list of authorized testing laboratories/centers from time to time.

3. Warranty

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- 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.

4. 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
 - (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
- 5.** 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 the Ministry on line and/ or through a report on regular basis for the entire duration of PPA.

Annexure - 2 – List of Banks

SCHEDULED COMMERCIAL BANKS

A SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Travancore

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 FOREIGN BANKS

1. Bank of America NA
2. Bank of Tokyo Mitsubishi UFJ Ltd.
3. BNP Paribas
4. Calyon Bank
5. Citi Bank N.A.
6. Deutsche Bank A.G
7. The Hongkong and Shanghai Banking Corpn. Ltd.
8. Standard Chartered Bank
9. Societe Generale
10. Barclays Bank
11. ABN Amro Bank N.V.
12. Bank of Nova Scotia
13. Development Bank of Singapore (DBS, Bank Ltd.)

D Scheduled Private Bank List

1. Federal Bank Ltd.
2. ING Vysya Bank Ltd.
3. Axis Bank Ltd.
4. ICICI Bank Ltd.
5. HDFC Bank Ltd.
6. Yes Bank Ltd.
7. IndusInd Bank Ltd.
8. IDBI Bank Ltd.

Annexure 3

COPY OF PPA