



**REQUEST FOR SELECTION DOCUMENT**

**For Selection of RE Power Developers  
For  
Supply of 1500MW 'Firm & Dispatchable' power from ISTS  
connected Renewable Energy Power Projects coupled with  
energy storage system on 'anywhere in India' basis under Tariff  
Based Competitive Bidding (TBCB)**

**(Under Open Category)**

**(Tender ID: 2023\_NHPC\_773818\_1)**

**ISSUED BY:  
NHPC Limited  
CONTRACTS (CIVIL) DIVISION  
REGD. OFFICE: NHPC OFFICE COMPLEX, SECTOR-33,  
FARIDABAD – 121003**

**CIN: L40101HR1975GOI032564**

Request for Selection of 1500MW 'Firm & Dispatchable' power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

**DISCLAIMER**

1. Though adequate care has been taken while preparing the Request for Selection (RfS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder within 20 (Twenty) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder
2. NHPC Limited (NHPC) reserves the right to modify, amend or supplement this RfS document.
3. Though this RfS document has been prepared in good faith, neither NHPC nor its employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS document, even if any loss or damage is caused by any act or omission on their part.
4. In case of any discrepancy in the documents uploaded on the websites of NHPC and CPP portal, the documents uploaded on the CPP Portal will prevail

Authorized Person

General Manager (Civil Contracts-III)  
Room No.218, 2nd Floor, NHPC OFFICE COMPLEX,  
Sector-33, Faridabad-121003, Haryana, India  
Tele No: +91 (129) 2270596  
Email: contcivil3-co@nhpc.nic.in

**CONTENTS**

<b>SECTION 1</b>		<b>PAGE NO.</b>
1.0	NOTICE INVITING TENDER(NIT)	6-10
<b>SECTION 2</b>		
2.0	DEFINITIONS	11-15
<b>SECTION 3</b>		
3.0	INFORMATION AND INSTRUCTIONS TO BIDDERS	16-49
3.1	TOTAL CAPACITY OFFERED	
3.2	CAPACITY OF EACH PROJECT	
3.3	PROCESSING FEES	
3.4	CRITICAL DATE SHEET FOR ACTIVITIES INVOLVED IN THE RFS (THROUGH E-BIDDING PROCESS):	
3.5	BIDDING FOR SOLAR POWER PROJECTS	
3.6	LOCATION OF SOLAR PROJECT	
3.7	NUMBER OF RESPONSE TO RFS BY A COMPANY	
3.8	QUALIFICATION REQUIREMENTS	
3.9	TECHNICAL CRITERIA AND CONNECTIVITY WITH THE GRID	
3.10	CAPACITY UTILIZATION FACTOR	
3.11	SHORT-LISTING OF BIDDERS FOR OPENING OF FINANCIAL BIDS	
3.12	SELECTION OF SOLAR POWER GENERATORS	
3.13	PAYMENT SECURITY MECHANISM	
3.14	POWER PURCHASE AGREEMENT (PPA)	
3.15	SUBMISSION OF RESPONSE TO RFS BY THE BIDDER	
3.16	REJECTION OF BID.	
3.17	THE BIDDER SHOULD NOTE THAT:	
3.18	DUE DATE	
3.19	METHOD OF SUBMISSION	
3.20	VALIDITY OF THE RESPONSE TO RFS	
3.21	PREPARATION COST	
3.22	ENQUIRIES/CLARIFICATIONS	
3.23	RIGHT OF NHPC TO REJECT A BID	
3.24	BANK GUARANTEES	
3.25	FORFEITURE OF EMD	
3.26	MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER	
3.27	FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS:	
3.28	COMMISSIONING:	
3.29	COMMERCIAL OPERATION DATE (SCSD)	
3.30	NOT APPLICABLE	
3.31	CORRUPT OR FRAUDULENT PRACTICES:	
3.32	DELETED	
3.33	CONTACTING NHPC	
3.34	INTEGRITY PACT	
3.35	DELETED	

Request for Selection of 1500MW 'Firm & Dispatchable' power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

3.36	BANK GUARANTEES OF ALL SUCH AGENCIES WILL BE ENCASHED.	
3.37	INELIGIBILITY FOR PARTICIPATION IN RETENDERS	
<b>SECTION 4</b>		
4.0	EVALUATION CRITERIA	
4.1	STEP I - RESPONSIVENESS CHECK	50-52
4.2	Step II - BID EVALUATION	
4.3	STEP III – REVERSE AUCTION	
<b>SECTION 5</b>		
5.0	OTHER PROVISIONS	53-54

Request for Selection of 1500MW ‘Firm & Dispatchable’ power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

<b>SECTION 6</b>	
FORMATS FOR BID SUBMISSION & ATTACHMENTS	
6.0 LIST OF FORMATS, APPENDICES AND ANNEXURES	
FORMAT 6.1 – FORMAT OF COVERING LETTER	
FORMAT 6.2 – FORMAT FOR POWER OF ATTORNEY	
FORMAT 6.3 A – FORMAT FOR BG FOR EARNEST MONEY DEPOSIT	
FORMAT 6.3 A(I) – FORMAT FOR BG FOR EARNEST MONEY DEPOSIT for POI	
FORMAT 6.3 B – FORMAT FOR PERFORMANCE BANK GUARANTEE	
FORMAT 6.3 B(I) – FORMAT FOR PERFORMANCE BANK GUARANTEE for POI	
FORMAT 6.4 – FORMAT FOR BOARD RESOLUTIONS	
FORMAT 6.5 – FORMAT FOR CONSORTIUM AGREEMENT	
FORMAT 6.6 –FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH	
FORMAT 6.7 - FORMAT FOR TECHNICAL CRITERIA	
FORMAT 6.8 – FORMAT FOR DISCLOSURE	
FORMAT 6.9 -- DECLARATION FOR TECHNOLOGY TIE-UP	
FORMAT 6.10 – FORMAT FOR CONNECTIVITY LETTER	
FORMAT 6.11 - FORMAT OF FINANCIAL BID	
FORMAT 6.12 –INTEGRITY PACT	
FORMAT 6.13–CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RFS DOCUMENT	
APPENDIX – A CHECK LIST FOR BANK GUARANTEES	
ANNEXURE - 1 Deleted	
ANNEXURE – 2 CHECKLIST FOR FINANCIAL CLOSURE	
ANNEXURE – 3 COPY OF PPA AND PSA	
ANNEXURE-4 IMPORTANT INSTRUCTIONS TO BIDDERS FOR ONLINE BIDDING	
ANNEXURE – 5 TERMS & CONDITIONS OF REVERSE AUCTION	
ANNEXURE – 6 PROCESS COMPLIANCE FORM FOR E-REVERSE AUCTION	
ANNEXURE – 7 FORMAT FOR SUBMITTING PRICE CONFIRMATION FOR E-REVERSE AUCTION	

Request for Selection of 1500MW 'Firm & Dispatchable' power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

**Section 1**

**NOTICE INVITING TENDER  
(NIT)**

## NOTICE INVITING TENDER

### INTRODUCTION

- 1.0 NHPC Limited (hereinafter called NHPC) intends to procure Firm and Dispatchable RE power coupled with energy storage system up to capacity of 1500 MW through Competitive Bidding Process (conducted online followed by reverse auction). After conclusion of bidding process NHPC shall enter into Power Purchase Agreement (PPA) with the selected Bidders, based on this RfS for purchase of Solar power for a period of 25 years from the Scheduled Commissioning Date of the project based on the terms, conditions and provisions of the RfS and PPA.
- 1.1 This document is for selection of RE Power Developers (REPDs) for setting up-ISTS connected Firm and Dispatchable RE Power Project coupled with energy storage system of aggregate capacity of **1500 MW** on the land to be identified & arranged by the REPDs in anywhere in India. The solar power produced by the selected SPGs from their respective Solar-PV Power Projects will be purchased by NHPC and would be sold to the State Utilities/ Discoms/any other Beneficiaries. The details of Buying Entities shall be intimated at a later date. NHPC shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidders. NHPC shall be an intermediary nodal agency for procurement of power supplied by the REPDs and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the REPDs as well as the Buying Entity(ies).
- 1.2 The minimum project size will be 50 MW and in multiples of 10 MW thereafter under OPEN category. **The cumulative capacity offered should not exceed 750 MW. However, for Projects located in North-Eastern States and Special Category, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW.**
- 1.3 The bidders will be short-listed by the process of e-bidding (**Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid**) to be followed by reverse auction process for selection of bidders. E-bidding is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, NHPC Ltd. is using the Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website [www.nhpcindia.com](http://www.nhpcindia.com) and CPP Portal. A portal built using Electronic Tender's software is also referred to as Electronic Tender System<sup>®</sup> (ETS).

### OVERVIEW OF RFS:

- 1.4 RE Power Developers (hereafter referred to as REPDs selected by NHPC based on this RfS, shall set up of ISTS-connected RE Projects for supply of 1500 MW Firm and Dispatchable RE power, from ISTS-connected RE Power Projects coupled with energy storage systems in India, on Build-Own-Operate (BOO) basis. NHPC shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of power for a period of 25 years based on the terms, conditions and provisions of the RfS document and standard Power Purchase Agreement (PPA). The standard PPA document can be downloaded from CPP portal <http://eprocure.gov.in/eprocure/app>
- 1.5 NHPC shall enter into PPA with successful REPDs for a period of 25 years from the date as per the provisions of PPA. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on

NHPC for any liability if Bidders are notable to avail fiscal incentives and this will not have any bearing on the applicable tariff.

- 1.6 Bidder shall quote a single tariff for entire of its projects' capacity offered, which shall be applicable for all the 25 years.
- 1.7 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 (One) year after "Commercial Operation Date and Schedule Commencement of Supply Date" (SCSD)), NHPC will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

#### **SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RFS**

- 1.8 Under this RfS, the RPD shall set up the RE Power Project(s), including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project(s) and/or dedicated transmission network upto the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the RPD. The Projects to be selected under this scheme provide for deployment of wind, solar PV and ESS capacities. However, the selection of Projects would be technology agnostic.

The Projects to be selected under this RfS for aggregate capacity of 1500 MW to be installed anywhere in India, provide for deployment of RE Power. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve the timely commissioning of the Projects.

- 1.9 Developers/Generators who have already commissioned RE Power Plants or are in process of constructing such plants and have untied capacity may also participate in the bid. Developers who have already set up capacity or who have spare untied capacity (that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS) may also participate in the bid..
  - 1.9.1 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

#### **GUIDELINES FOR IMPLEMENTATION OF THE RFS**

- 1.10 With the objective to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding Ministry of Power has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023. These Guidelines have been issued under section 63 of the Electricity Act, 2003 to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS These guidelines and their elaborations/clarifications form the basis for selection of new Projects under this RfS. In case of any difference in interpretation between this RfS document and said guidelines, the matter shall be referred to the 'Appropriate Authority' as per issued guidelines and latest amendments thereof and the decision of this 'Appropriate Authority' shall be final and binding on Bidder/REPD and NHPC.

- 1.11 NHPC Limited (NHPC) has issued this RfS in the capacity of "Intermediary Procurer" as defined in the aforementioned Guidelines. NHPC may develop a suitable monitoring mechanism, to analyze the performance of the projects and carry out random checks to verify compliance of quality standards.

#### GENERAL

- 1.12 The complete RfS Documents are available at CPP portal <http://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website [www.nhpcindia.com](http://www.nhpcindia.com) and CPP Portal. Interested bidders shall download the RfS Documents from the CPP portal <http://eprocure.gov.in/eprocure/app> as per the provisions available therein.
- 1.13 For proper uploading of the bids on the portal namely <http://eprocure.gov.in/eprocure/app> (*hereinafter referred to as the 'portal'*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.
- 1.14 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the global competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Employer and the Bidder/ REPD shall be governed by the RfS Documents/Contract signed between the Employer and the REPD for the project.
- 1.15 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on CPP portal (<http://eprocure.gov.in/eprocure/app>).
- 1.16 Bidder shall submit bid proposal along with Bid Processing Fees (non-refundable) and Earnest Money Deposit (EMD) complete in all respect as per the Bid Document. Techno-commercial bids will be opened in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Earnest Money Deposit (EMD) may be considered as non-responsive. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 1.17 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from CPP portal (<http://eprocure.gov.in/eprocure/app>). Any amendment(s) / corrigendum(s) / clarification(s) with respect to this RfS shall be uploaded on CPP portal. The Bidder should regularly check for any Amendment(s) / Corrigendum(s) / Clarification(s) on the above mentioned website.
- 1.18 For multiple Projects, separate Performance Bank Guarantees shall be furnished against each Project being executed under this RfS by the REPD after issuance of Letter of Award (LOA) by NHPC.
- 1.19 The detailed Qualifying Requirements (QR) is given in Section 3 of the RfS.
- 1.20 NHPC shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 1.21 ***NHPC reserves the right to cancel / withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

Request for Selection of 1500MW 'Firm & Dispatchable' power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

### **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## **Section 2**

### **Definitions**

## Definitions

### 2.0 Definitions

- i) "**Act**" or "**Electricity Act, 2003**" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- ii) "**Affiliate**" shall mean a Company that, directly or indirectly, controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
- iii) "**Applicable Tariff**" shall be the quoted Tariff by the selected RE Power Developer/Project Developers.
- iv) "**BID**" or "**PROPOSAL**" shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along *with* the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by NHPC.
- v) "**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;
- vi) "**Bidding Company**" shall refer to such single company that has submitted the response in accordance with the provisions of this RfS;
- vii) "**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;
- viii) "**BID CAPACITY (Contracted Capacity)**" shall mean aggregate project capacity of the RE Power Project(s) combined with Energy Storage Systems (ESS) as proposed by the Bidder to meet the project parameters for 'firmness and dispatchability' power as defined in SCC.
- ix) "**BUYING ENTITY**" shall mean any Discom/distribution licensee that requires RE Power to fulfil its other RPO under respective RPO regulations / Energy Storage Obligations as per the Government of India's orders or notifications..
- x) "**Capacity Utilization Factor**" or "**CUF**" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Capacity at the "Delivery / Inter-connection / Metering Point"
- xi) "**Chartered Accountant**" shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;
- xii) "**Company**" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable;
- xiii) "**Control**" The control shall mean holding more than 50% of paid-up share capital;
- xiv) "**Commercial Operation Date and Schedule Commencement of Supply Date (SCSD)**" shall be the actual date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project and the date of commencement of supply of power of the contracted capacity
- xv) "**CTU or Central Transmission Utility**" shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Electricity Act 2003;
- xvi) "**End Procuree**" is the distribution licensees/consuming entities/open access consumers in such cases. "

- xvii) **"Financial Closure"** shall mean arrangements of necessary funds by the RE Power Generator/Project Developer either by way of commitments of funds by the Company from its internal resources and/or tie up of funds through a bank/financial institution by way of sanction of a loan and fulfilling all requirements mentioned in clause 3.27 of RfS.
- xviii) **"Group Company"** of a Company shall mean:
- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of the Company or;
  - (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of such Company or;
  - (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
  - (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
  - (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the paid up share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.

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

- xix) **"Inter-connection point /Delivery/Metering point"**
- xx) shall mean a single point or multiple points at 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs/RE-PGs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time." "Intermediary Procurer" shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the distribution licensee(s).
- xxi) **"Joint Control"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
- xxii) **"Paid-up share capital"** shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company but does not include any other amount received in respect of such shares, by whatever name called;
- xxiii) **"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 01 (One) year of the Scheduled Commencement-of-Supply Date (SCSD) of the Project;
- xxiv) **"Letter of Award" or "LOA"** shall mean the letter issued by NHPC Limited (NHPC) to the Selected Bidder for award of the Project.
- xxv) **"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.
- xxvi) **"Month"** shall mean a period of thirty (30) days from (and excluding) the date of the event, where specified, else a calendar month;
- xxvii) **"Parent"** shall mean a Company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- xxviii) **"Part Commencement of Supply of Power " Part Commencement of Supply of Power from** the Project will be considered if all equipment as per acceptable project capacity less than contracted project capacity has been installed and energy has flown into grid;
- xxix) **"Payment on Order instrument"** means Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of generator in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank.
- xxx) Procurer' as the context may require, shall mean the distribution licensees, or the Authorized Representative(s), or an Intermediary Procurer.
- xxxi) **"PROJECT" or "RENEWABLE POWER PROJECT" or "RE PROJECT"** shall mean the renewable energy generation facility owned by the RPD/RE-PG, comprising Solar Power Generating systems, Wind Power Generating systems, or a combination thereof, for supply of RE power, including ESS (which may be leased/tied-up from a third party), having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include auxiliaries and associated facilities, bay(s) for transmission system in their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to NHPC. It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. Further, the ESS offered with a project under this RfS should only be charged from RE power capacity. The same RE power shall either be considered for getting compensation in case of curtailment or for charging of ESS.
- xxxii) **"Project Company"** shall mean the Company incorporated by the Bidder as per The Companies Act, 1956 or the Companies Act, 2013 as applicable;

- xxxiii) **"Project Commissioning"** the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid;
- xxxiv) **"Project Financing Arrangements"** shall mean arrangement of necessary funds by the RE Power Generator/Project Developer either by way of commitment of funds by the company from internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan.
- xxxv) **PROJECT DEVELOPER" or "DEVELOPER" or "RE POWER DEVELOPER (RPD) or RE POWER GENERATOR (RE-PG)"** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by NHPC (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of signing of PPA with NHPC and supplying power under the PPA. The term "RPD" / "RE-PG" shall also refer to a generator and supplier of firm and dispatchable RE Power complemented with Power from any other source or Energy Storage System (ESS) as defined in this RfS.
- xxxvi) 'RE Park' shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects.
- xxxvii) **Scheduled Commencement-of-Supply Date (SCSD)** in relation to the contracted capacity shall mean the date corresponding to the date of commencement of supply as indicated in the RfS.
- xxxviii) **Scheduled** Commencement of Supply Date (SCSD) shall be **24 (Twenty Four)** months from the Effective Date of PPA
- xxxix) **"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;
- xl) **"RE Power Generator (RE-PG)"** shall refer to a generator or supplier of RE power with or without energy storage system. Further, The term "RE Power Developer (RPD)" where ever used in RfS/PPA/PSA documents shall have same meaning as RE Power Generator (RE-PG).
- xli) **"RE Project"** shall mean the Renewable Energy power project / Generating Systems with Energy Storage Systems (ESS), as the case may be. It is clarified that ESS charged using a source other than RE power would not qualify as RE;
- xlii) **"STU or State Transmission Utility"** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section 1 of Section 39 of the Electricity Act 2003;
- xliii) **"Trading Margin"** Shall mean margin payable by Discom(s) or any other entity towards the services provided by NHPC for sale of RE power to Discom(s) or any other entity, which shall be **Rs 0.07/kWh**
- xliv) **"Ultimate Parent"** shall mean a company, which owns not less than fifty one percent (51%) of paid up share capital either directly or indirectly in the Parent and Affiliates.
- xlv) **EFFECTIVE DATE"** shall be the date as on 90 days from the date of issue of LoA. Subsequent to expiry of the 90 day period after the issuance of LoA, in case NHPC intimates to the Successful Bidder, a particular date as the date for signing of

PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

- xlvi) **ENERGY STORAGE SYSTEMS” or “ESS”** shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.
- xlvii) **EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- xlviii) **“FIRM AND DISPATCHABLE RE POWER”** shall mean the power profile configuration that is defined in the RfS to be met by RE power sources and will include Supply of contracted capacity of Firm and Dispatchable Power from ISTS- Connected Renewable Energy (RE) Power Projects based on generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with Energy Storage System (ESS).
- xliv) **“GUIDELINES”** shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” issued by the Ministry of Power vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.
- 1) **“GRID CODE REGULATIONS” or “GRID CODE”** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.
- li) **POOLING SUBSTATION/POOLING POINT”** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s)/RE-PG(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
- lii) **“PROJECT LOCATION(s)”** shall mean the area/areas identified by the RPD/RE-PG, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State or States, where the Project is being implemented.
- liii) **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- liv) **“RE POWER” or “RENEWABLE POWER “ or “RENEWABLE ENERGY (RE) POWER”** shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid; or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS) commissioned in pursuance of bidding process under this RfS and the term RE Project to be construed accordingly. It is clarified that ESS charged using a source other than RE power would not qualify as RE power.
- lv) **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by NHPC including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof issued vide RfS No. ....dated .....

Request for Selection of 1500MW 'Firm & Dispatchable' power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

**Section 3**  
**Information**  
**and**  
**Instructions to Bidders**

### **Section 3**

#### **3.0 INFORMATION AND INSTRUCTIONS TO BIDDERS**

RfS document is available for download, free of cost from the Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website [www.nhpcindia.com](http://www.nhpcindia.com) and CPP Portal.

For further assistance, please contact CPP Portal Helpdesk Toll Free **Number Ph. Nos. +91-120-4711508, +91-120-4001002, +91-120-4001005, +91-120-6277787** Technical Support Email: [support-eproc@nic.in](mailto:support-eproc@nic.in)

#### **3.1 TOTAL CAPACITY OFFERED**

ISTS-connected RE Projects for supply of 1500 MW Firm and Dispatchable RE power, coupled with energy storage systems in India .

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

The interested RE Power Developer/Project Developers are required to participate in the Request for Selection (RfS) for installation of ISTS-connected RE Projects for supply of Firm and Dispatchable RE power, coupled with energy storage systems on Build-Own-Operate (B-O-O) basis.

#### **3.2 CAPACITY OF EACH PROJECT**

The minimum capacity of each Project shall be **50 MW** and in **multiples of 10 MW thereafter** and the aggregate capacity of RE projects selected through this RfS will be **1500 MW**. However, for Projects located in North-Eastern States and Special Category, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW. Project Capacity in MW is the installed Capacity of the Power Project / Maximum Power Output (AC) from the RE Power Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day.

**A bidder can offer projects at multiple locations subject to each project have minimum capacity of 50 MW (30 MW in case of Projects located in North-Eastern States and Special Category) with cumulative capacity offered not exceeding 750 MW. However, Bidder shall quote a single tariff for entire of its projects' capacity offered.**

#### **3.3 PROCESSING FEES**

Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website <http://eprocure.gov.in/eprocure/app> along with a non-refundable processing fee as mentioned below through Demand Draft in favour of "NHPC Limited" payable at Faridabad only:

<b>Cumulative Project capacity quoted by bidder</b>	<b>Processing Fee</b>
For 50 MW	Rs. 3 Lakh + Applicable GST@18%
Above 50 MW up to 100 MW	Rs. 5 Lakh + Applicable GST@18%

Request for Selection of 1500MW ‘Firm & Dispatchable’ power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

Above 100 MW up to 250 MW	Rs. 10 Lakh + Applicable GST@18%
Above 250 MW up to 500 MW	Rs. 20 Lakh + Applicable GST@18%
Above 500 MW	Rs. 30 Lakh + Applicable GST@18%

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

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

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

**3.4 CRITICAL DATE SHEET FOR ACTIVITIES INVOLVED IN THE RFS (THROUGH E-BIDDING PROCESS):**

**A. THE BRIEF DETAILS OF THE TENDER ARE AS UNDER:**

Sl. No.	Item	Description
i)	Mode of tendering	e-procurement System Cover-I: Online Techno-Commercial Bid Cover-II: Price Bid
ii)	Tender ID No.	<b>2023_NHPC_773818_1</b>
iii)	Tender reference No.	NH/CCW/CC-III/CO-271/PR16923/20
iv)	Cost of bid document	Processing fees as per para 3.3 above in the form of demand draft from a Nationalized / Scheduled bank in favour of NHPC Ltd. Payable at Faridabad.
v)	Bid Security (EMD/BG)	Rs. 12.5 Lacs Per MW (Five Lacs Sixty Thousand Per MW) in the form of DD/BG/POI Subject to Minimum of Rs 6 Crs and Maximum of Rs 20 Crs per project.
vi)	Period of Bid Validity	180 days from the technical bid opening date.
vii)	Completion Period	As per <b>“Scheduled Commissioning Date” defined in Section 2 – Definitions, above.</b>
viii)	Tender inviting Authority	General Manager (Civil Contracts-III) Room No. 218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil3-co@nhpc.nic.in

**B. THE CRITICAL DATES OF TENDER ARE AS UNDER:**

S. No.	Particulars	Date & Time
i)	Publishing Date & Time	30.09.2023 (17:00 Hrs)
ii)	Document Down load Start Date & Time	04.10. 2023 (17:30 Hrs)

Request for Selection of 1500MW ‘Firm & Dispatchable’ power from ISTS connected Renewable Energy Power Projects coupled with energy storage system

iii)	Last date of Receipt of queries /clarification on bid.	13.10.2023 (upto 17:30 Hrs)
iv)	Pre bid meeting Date & Time	16.10.2023 (15:00 Hrs)
v)	Online Bid Submission Start Date & Time	30.10.2023 (11:00 Hrs)
vi)	Online Bid Submission Closing Date & Time	13.11.2023 (17:30 Hrs)
vii)	Last date of Offline submission (date, time and address)	17.11.2023 (upto 17:00 Hrs) Address : General Manager (Civil Contracts-III) Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil3-co@nhpc.nic.in
viii)	Opening: Date, Time & Venue of Online/ Offline Bid (Technical Bid (Part-I) submission	20.11 2023 ( 11:30 Hrs) Venue: General Manager (Civil Contracts-III) Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil3-co@nhpc.nic.in
ix)	Price Bid Opening (Part-II) – Financial Bid	Venue, Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive
x)	Date & Time of Start of e- Reverse Auction	Shall be intimated separately by NHPC

### 3.5 BIDDING FOR RE POWER PROJECTS

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

### 3.6 LOCATION OF RE PROJECT

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

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

### 3.7 NUMBER OF RESPONSE TO RFS BY A COMPANY

3.7.1 **A bidder can offer projects at multiple locations subject to each project have minimum capacity of 50 MW with cumulative capacity offered not exceeding 750 MW.** However, for Projects located in North-Eastern States and Special Category, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW. However, the bidder shall have to meet the Qualification Requirements for shortlisting of Bids/Projects.

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

### **3.8 QUALIFICATION REQUIREMENTS**

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

#### **3.8.2 COMPANIES ELIGIBLE FOR PARTICIPATION:**

- (i) Companies incorporated in India under the Companies Act, 2013;
- (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, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA. In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- (iii) A Bidding Consortium (that may / may not have a foreign company) can participate at RfS stage;

#### **3.8.3 FINANCIAL CRITERIA**

##### **(i) Net Worth**

- a. The Net Worth of the bidder should be equal to or greater than the value calculated at the rate of **Rs.1.3 Crore or equivalent US\$ per MW** of the project capacity as on last date of previous financial year in accordance to Note 8 below or as on the day not more than seven (07) days prior to due date of bid submission. The computation of Net Worth shall be based on unconsolidated audited annual accounts of the bidder.
- b. 'Net Worth' means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

##### **(ii) Liquidity:**

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

- a. A minimum annual turnover of **Rs. 63.8 Lakhs/MW** of the quoted capacity during the previous financial year in accordance to Note 8 below. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **Rs. 12.75 Lakhs/MW** of the quoted capacity, as on the last date of previous financial year in accordance to Note 8 below.

- c. In-principle sanction letter from the lending institutions/banks of the Bidder for the project quoted under this RfS, committing a Line of Credit for a minimum amount of **Rs. 15.94 Lakhs/MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

**Notes:**

1. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) paid up share capital in each Company whose accounts are merged in the audited consolidated account.
2. A foreign company can participate on standalone basis or as a member of consortium at RfS stages. In case of foreign company participating on standalone basis and its selection as successful bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA. In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
3. In case the foreign company participating as a member of consortium, the **clause (iii)** as below shall be applicable.
4. The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements as per (i) and (ii) above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the Parent Company and/or the Affiliates undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
5. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) USD / INR of State Bank of India prevailing on the date of closing accounts for the respective financial year as certified by the bidder's banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.
6. A Company/Consortium would be required to submit Annual Audited Accounts for the last Financial Year in accordance to Note 8 below alongwith net worth, annual turnover and PBDIT certificate (as applicable) from Statutory Auditor with Unique Document Identification Number (UDIN) to demonstrate fulfillment of criteria. In case, bidder is seeking qualification based on networth as on the day not more than seven (07) days prior to the due date of bid submission, it shall submit a certificate from Statutory Auditor with Unique Document Identification Number (UDIN) certifying the availability of Net worth on the date not more than seven (07) days prior to due date of bid submission along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statements supported with Bank Statement. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last financial year as the general norm in the country where the Bidder or its Affiliate(s) is/are located.
7. In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This However, would be acceptable, subject to the condition that the last date of response to this RFS

falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

8. The Bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed Annual Report submitted by the Bidder along with the Bid. In case, bid submission date falls up to 30<sup>th</sup> September of the Financial Year, the annual report up to previous year of immediate preceding Financial Year shall be considered and for the Tenders having Bid Submission date after September, the annual reports up to immediate preceding Financial Year shall be considered.

In case, if Bidder has not submitted the above Annual Report along with Bid, then a certificate from CEO/CFO of the Bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory. In such cases duly Notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor 's Report thereon including all relevant Schedules/ annexures etc.) for the immediately preceding year be submitted by the Applicant along with the Application. The Annual Financial Statement shall be considered for evaluation in same manner as defined in above Para for consideration of Annual Reports.

**(iii) For Bidding Consortium:**

If the response to RfS is submitted by a Consortium the financial requirement as per Para-3.8.3 (i) and 3.8.3 (ii) above shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement are to be met by each Member of the Consortium, which shall be computed in proportion to the equity commitment made by each of them in the Bidding Consortium.

Any Consortium, if selected, shall for the purpose of sale of power to NHPC, incorporate a Project Company with equity participation by the Members in line with Consortium Agreement (to be submitted along with RfS) before signing the PPA with NHPC i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding more than 50% of the voting rights) shall not change from the RfS application date till **1 (One )** year after the Scheduled Commencement of Supply Date (SCSD) 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 **1 (One )** year after the Scheduled Commencement of Supply Date (SCSD) of the Project. Further, such change in shareholding would be subject to continued fulfilment of the financial and technical criteria, by the Project Company.

**3.8.4. OTHER CRITERIA:**

1. The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the

Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect (as per format provided in the bid document).

2. The Bidder or partner of JV against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016 (IBC 2016), or as amended from time to time.

In case, bidder or partner of JV in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016 (equivalent laws of the country where the firm has been incorporated / registered shall be applicable), the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that “no insolvency proceedings are admitted by the Adjudicating Authority against bidder or partner of JV under the IBC 2016” (equivalent laws of the country where the firm has been incorporated / registered shall be applicable) shall be submitted on letter head duly signed by the authorized representative of bidder or all the partners of JV.

Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder or partner of JV and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

### 3.8.5. TECHNICAL CRITERIA:

This RfS requires deployment of only (RE) Solar PV Technology projects, Wind Power Projects. and Energy Storage System Technology projects. The Bidder shall deploy commercially established and operational technologies to minimize the technology risk and to achieve commissioning of the Projects. Detailed technical parameters for Projects to be selected as specified in the tender documents.

The developer has the option of Leasing Power Plant Equipment from Foreign Parent/Affiliate

### 3.9 SOLAR MODULES AND CONNECTIVITY WITH THE GRID:

- 3.9.1 The cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project.

Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its

subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

The bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of "Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels", while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and imposition of taxes/duties as laid out in the above OM, will not be considered under "Change in Law" under the PPA.

### **3.9.2 Connectivity with the Grid**

- i. The Project should be designed for interconnection with the ISTS in accordance with prevailing CERC regulations in this regard. For interconnection with the grid and metering, the REPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be 220 kV.
- ii. At the time of Financial Closure, the SPD shall be required to submit the Connectivity Agreement signed with Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the ISTS substation.
- iii. The responsibility of getting the ISTS connectivity shall entirely be of the REPD and shall be at the risk and cost of the REPD. The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage side of the CTU/STU substation. In case of RE parks, the metering point is the ISTS/In-STS pooling station with which the internal transmission from all the pooling substations is connected. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurers as per the regulation notified by the Commission from time to time. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the REPD at its own cost. In case an REPD is required to use InSTS to bring solar power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the REPD, to be undertaken entirely at its cost and expense.
- iv. The arrangement of connectivity can be made by the REPD through a dedicated transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the REPD and will not be reimbursed by NHPC or met by the STU / CTU / DISCOMs. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities.
- v. Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:
  - a. Acceptance of such an arrangement by CTU/ RLDC.

- b. Energy injected by each Project will be recorded and jointly signed by respective REPDs and copies of the same will be submitted to NHPC/CTU as required.
  - c. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
  - d. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the REPDs who share such a Pooling arrangement, based on their monthly generation
- vi. The REPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the REPD and any financial implication on account thereof shall be borne by the REPD. In order to remove potential discrepancies and ambiguities, the REPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to NHPC. NHPC may facilitate in identification of any discrepancy and assist the REPD for its early rectification without any liability on NHPC. The REPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- vii. Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by REPD as per provisions of PPA.
- viii. The REPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as well as other Regulations issued by CERC/CEA as amended from time to time. It is further clarified that the Entities (REPD and Buying Entity) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure, irrespective of the provisions of the RfS, PPA and PSA. It is clarified that in case the Detailed Procedure under the GNA regulations are not enforced until the Project commissioning, the REPD and the Buying Entity(ies) shall abide by the current Procedure under applicable CERC regulations. In such a scenario, the responsibility of obtaining LTA will be that of the REPD. In the alternate scenario, no such requirement will be applicable on the REPD.
- ix. Pursuant to Clause (viii) above, the Buying Entity will be responsible for obtaining General Network Access (GNA), and shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the Drawl Point.
- x. The Bidders will be required to indicate their proposed substation at the time of bid submission in the Covering Letter (**Format 6.1**).
- xi. The REPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (**Format 6.1**), within 30 days of issuance of LoAs, and shall furnish copies of the application, complete in all respect, to NHPC within 15 days of date of filing of application. REPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU/ signing of connectivity agreement, as the case may be, to NHPC. In case the REPD is required to obtain LTA under the extant regulations, the same shall be applied for by the REPD, within 30 days of signing of PSA, and intimation of the same by NHPC to the REPD.

- xii. The REPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of REPD, then the same may be considered as REPD's Event of Default and shall be dealt as per the provision of PPA. In case the REPD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the REPD to NHPC
- xiii. At least 30 days prior to the proposed commissioning date, the REPD shall be required to submit the Connection Agreement signed with Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the ISTS substation.
- xiv. The responsibility of getting Transmission Connectivity and Long Term Access (if any) to the transmission system owned by the CTU will lie with the Solar Power Generator/Project Developer and shall be at the cost of REPD.
- xv. Penalties, fines and charges imposed by the CTU under any statute or regulation in relation to delay in commissioning of the project shall be payable by the Solar Power Generator to the extent the delay is attributable to the solar power Generator.

### **3.10 CAPACITY UTILIZATION FACTOR (CUF)**

- i. The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the REPDs will be allowed to revise the same once within first year of COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. Minimum availability of 90% of contracted capacity during peak hours and annual CUF not below 40%. Peak hours shall be 4 hrs out of 24 hrs as declared by the respective RLDCs of buying entities

It shall be the responsibility of the REPD, entirely at its cost and expense to install such number of Solar panels, wind turbines and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose REPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation.

REPD shall maintain generation so as to achieve annual CUF within (+) 10% and (-) 15% of the declared value till the end of 10 years from SCSD, subject to the annual CUF remaining minimum of 40%, and within (+)10% and (-)20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxed by NHPC to the extent of non-availability of grid for evacuation which is beyond the control of the REPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

#### **ii. Shortfall in Energy Supply:**

If for any Contract Year, it is found that the SPG has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPG, on account of reasons primarily attributable to the SPG, such shortfall shall be dealt as per the applicable provisions of the PPA.

### **3.11 SHORT-LISTING OF BIDDERS FOR OPENING OF FINANCIAL BIDS**

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

### 3.12 SELECTION OF RE POWER DEVELOPER

3.12.1 This sub-clause is not in use.

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

3.12.3 This sub-clause is not in use.

#### 3.12.4 Methodology for Selection of RE Power Developer (SPGs): -

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

3.12.4.1 All the bidders will be required to submit online bids (e-bids) on the CPP portal. The bidders will be shortlisted by 'Single Stage – Two Envelope' bidding process followed by reverse auction among shortlisted bidders.

##### Documents to be submitted Offline

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

- i. Instrument towards Processing Fee;
- ii. Bank Guarantee/POI towards EMD (in original) as per **Clause 3.24**;
- iii. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;
- iv. Original Integrity Pact (Details mentioned in **Clause 3.34** below) signed by Authorized representative of Bidder.
- v. Certificate of Compliance as per **Format 6.13a**.

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

##### Documents to be submitted Online

###### **First Envelope (Technical Bid)**

In the Technical Bid (First Envelope) the bidders will be required to submit the documents related to Qualifying Requirements and other required documents.

###### **Second Envelope (Financial Bid)**

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

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

In this step, evaluation will be carried out based on tariff quoted by Bidders.

The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, the third digit at the third decimal place shall be

ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

#### **3.12.4.2 Reverse Auction**

##### **Intimation of Date and Time of Reverse Auction:**

At-least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by email to all bidders whose technical bids have been opened. However, from this advance intimation it shall not be construed by the bidders that they have been short-listed for Reverse Auction. Further, a system generated email for invitation for Reverse Auction will be sent to all those bidders who have been short-listed based on the criteria mentioned at clause 3.12.4.3.

Since the Reverse Auction will be conducted in a separate module on a portal selected by NHPC, the bidders will be required to complete all pre-requisite and configure their system for participation in Reverse Auction in advance before commencement of Reverse Auction. On E-Reverse Auction overview page, the bidders are advised in their own interest to view their start price (which shall be same as their 'first round tariff' and displayed in Bidder's window as 'My Financial Bid Price') and the capacity of Projects for which they have been considered qualified (which will be displayed under Quantity). In case there is any discrepancy in the Start Price and the 'First Round Tariff' of any bidder, the same shall be immediately intimated to NHPC before start of Reverse Auction otherwise the Start Price will be considered final and binding on that bidder. A wrong and misleading intimation in this regard may lead to disqualification in further tendering process and award. Short-listed bidders for Reverse Auction will be able to login into the portal selected by NHPC for reverse action before the start time of reverse auction.

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

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

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

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

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

##### **A. When cumulative capacity of technically qualified bidders > 1875MW**

All the qualified bidders shall be invited for Reverse Auction other than one lowest ranked bidder based on First Round Tariff bid i.e. the bidder quoting the highest first round tariff (i.e. H1) subject to the condition that after removal of H1 bidder, the cumulative capacity remains greater than 1875MW. In case, after removal of H1 bidder, the cumulative capacity of technically qualified bidders becomes less than 1875MW then all the technically qualified bidders will participate in reverse auction.

**B. When cumulative capacity of technically qualified bidders  $\leq$  1875MW**

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

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

At the start of the reverse auction process, the first round tariff bid along with the qualified capacity of Project(s) (lower of the applied capacity of projects or technically qualified for as per Financial criteria) of short-listed bidders shall be fed as their first quoted tariff and Project(s). The minimum decrement value for Reverse Auction is 0.01 INR i.e. one paisa.

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

The initial auction period will be of one (01) hour with a provision of auto extension by 10 (Ten) minutes from the scheduled/extended closing time if any fresh bid is received in last 10 (Ten) minutes of auction period or extended auction period. If no valid bid is received during last ten minutes of auction period or extended auction period, the reverse auction process will get closed.

**3.12.4.4 Selection of Successful Bidders**

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

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

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

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

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

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

After arranging the bidders in the ascending order of tariff, the Project capacities will be awarded only to those bidders whose final price bids are within a range of "L1+2%", in terms of INR/kWh.

In case the partial capacity offered to the last Bidder after completion of the e-RA is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.

In case the partial capacity offered to the last Bidder after completion of the e- RA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 1500 MW. In case the last Bidder refuses to accept such partial capacity offered by NHPC, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by NHPC.

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

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

At the end of selection process, a Letter of Award (LOA) will be issued to all the successful Bidders only after getting written consent from the Discoms / Power Distribution Company of the States for purchase of power at discovered tariff.

**Note:**

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

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

**3.13 PAYMENT SECURITY MECHANISM (PSM) CHARGES: :**

As part of the Payment Security Mechanism as brought out in the PPA, the SPG shall undertake to pay PSM Charges @ Rs. 0.02/kWh to NHPC, by offering a commensurate discount in the monthly tariff payment being made by NHPC.

**3.14 POWER PURCHASE AGREEMENT (PPA)**

Power Purchase Agreement shall be signed between NHPC and successful bidders. A copy of Power Purchase Agreement to be executed between NHPC and the Selected Bidder(s) is enclosed at **Annexure - 3**. The PPA shall be executed within 90 (Ninety) days of the date of issue of Letter of Award, if not extended by NHPC. Separate PPA

will be executed between NHPC and SPG for each Project. However, Letter of Award to SPG shall be issued only after getting written consent from the Discoms / Power Distribution Company of the States for purchase of power at discovered tariff. The successful bidder shall provide the Project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1) within 05 (five) days of conclusion of Reverse Auction, which can be changed by the SPD prior to signing of PPA, subject to minimum capacity of each Project shall not be less than 50 MW. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to NHPC at the time of signing of PPA, subject to minimum capacity of each Project shall not be less than 50 MW, which shall then remain unchanged subsequent to signing of PPA. Delays in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 6.1), shall be at the risk and cost of the Successful Bidder. The PPA shall be for a period of **25 years** from the Scheduled Commissioning Date of the Project. The PPA(s) will be signed after signing of PSA(s) for the respective Project(s).

The generators/developers will be free to upgrade and repower their plants during the PPA period at its own risk and cost without any recourse to NHPC, and participate in subsequent bids to the extent of their untied capacity.

In case the project supplies energy less than the energy corresponding to the minimum CUF, the SPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half times the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.

In case the energy available is more than the quantum corresponding to maximum CUF specified, the Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with NHPC. In case, NHPC (if accepted by the Discom(s)/beneficiaries) purchases the excess generation, the same shall be procured at the PPA tariff.

In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer (However, first right of refusal shall vest with NHPC). The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.

Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Power Generator and NHPC. Generator 3.14.1 The Effective Date of PPA shall be 90 (ninety) days from issuance of LoA or the actual date of signing of PPA, whichever is later.

- 3.14.2 The Performance Bank Guarantee /POI as per Clause 3.24 of this RfS shall be submitted by the SPG prior to signing of PPA. Before signing of PPA between NHPC and the SPGs, NHPC will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPGs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 3.14.3 Successful bidders will have to submit the required documents to NHPC within 70 days from the issue of LoA. In case of delay in submission of documents beyond the period as

mentioned above, NHPC shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

- 3.14.4 Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the SPG and NHPC, will be executed by NHPC with the Buying Entity for sale of power to Buying Entity, with the buying entity assuming all the obligations of NHPC under the PPA. NHPC's obligation to SPG under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA

### 3.15 SUBMISSION OF RESPONSE TO RFS BY THE BIDDER

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

**General Manager (Civil Contracts - III)**  
Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX,  
Sector-33, Faridabad-121003, Haryana, India  
Tele No.: +91 (129) 2270596  
Email: contcivil3-co@nhpc.nic.in

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

1. Processing Fee in the form of Demand Draft of requisite amount in favour of "NHPC Limited" payable at Faridabad.
2. Bank Guarantee towards EMD/POI as per **Format 6.3 A/6.3 A(I)**.
3. Duly signed Original Integrity Pact
4. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS.
5. Certificate of Compliance as per **Format 6.13a/6.13B(I)**.

The response to RfS shall be submitted electronically in the method specified as per **Clause 3.19** on <http://eprocure.gov.in/eprocure/app> which should contain the following:

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

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

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

3. Board Resolutions, as per **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

- a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;
  - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium) and authorizing a person to execute the Consortium agreement;
  - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement.
  - d. Board Resolutions from Parent and/or Affiliate (whose credentials were used in the response to RfS) of the Bidding Company / any Member of the Bidding Consortium undertaking to invest the entire amount and submit the requisite Performance Bank Guarantee as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of Bidding Company / Member of the Bidding Consortium to make such investment and/or to submit the requisite Performance Bank Guarantee.
4. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
  5. Financial Requirements as per **Format 6.6** as applicable;
  6. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established and operational technology as per **Format 6.7**;
  7. A disclosure statement as per **Format 6.8** regarding participation of any related companies in this bidding process;
  8. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.9**;
  9. Checklist for Bank Guarantee as per **Appendix – A**;
  10. Memorandum & Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development), Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.

At the time of submission of bid if the Bidder does not have the aforesaid relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development in its existing Memorandum & Articles of Association, the same may be incorporated later in the Memorandum & Articles of Association of Project Company / Solar Power Generator/Project Developer and submit the same to NHPC **within 15** days from the date of issue of Letter of Award and before signing of PPA.

**B. Second Envelope (Financial Bid): -**

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

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

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

**3.16.1 Modification of Bid**

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

**3.17 THE BIDDER SHOULD NOTE THAT:**

- a. The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.12.
- b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong/misleading statement or misrepresents facts in its response to RfS, in any manner whatsoever, NHPC reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the response to RfS submitted online with CPP website.
- c. If the event specified at 3.17 (b) above is discovered after the Effective Date of PPA, it shall be treated as "SPG Event of Default" under PPA and consequences as specified in PPA shall apply.
- d. Response submitted by the Bidder shall become the property of NHPC and NHPC shall have no obligation to return the same to the Bidder.
- e. All documents of the response to RfS submitted online must be digitally signed by the person authorized by their respective Boards on behalf of the Bidder as per **Format 6.4**.
- f. The response to RfS shall be submitted as mentioned in Clause 3.15 above. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However NHPC reserves the right to seek additional information or clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- g. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- h. Response to RfS that are incomplete or do not substantially meet the requirements prescribed in this RfS, will be liable to rejection by NHPC.
- i. Response to RfS not submitted in the specified formats will be liable to rejection by NHPC.

- j. Bidders delaying in submission of additional information or clarifications sought by NHPC will be liable to rejection.
- k. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of NHPC of the obligation of the Bidder to furnish the said data/information unless the waiver is given in writing.
- l. Only Faridabad Courts shall have exclusive jurisdiction in all matters pertaining to RfS.
- m. All the information should be submitted in English language only. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.

### **3.18 DUE DATE**

Bidders should submit the response to RfS online on Central Public Procurement e-Portal <http://eprocure.gov.in/eprocure/app> as per the schedule specified at Clause 3.4 above. No offline or late bids will be allowed.

### **3.19 METHOD OF SUBMISSION**

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

### **3.20 VALIDITY OF THE RESPONSE TO RFS**

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

### **3.21 PREPARATION COST**

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

### **3.22 ENQUIRIES/CLARIFICATIONS**

#### **a. Pre-Bid Meeting**

- i. Clarifications/ Doubts, if any, on RfS document may be addressed to General Manager (Civil-Contracts-III) at the address mentioned below on or before the date as mentioned in the Clause 3.4 above.
- ii. NHPC will make all efforts to respond to the same in the Pre Bid Conference to be held as per Clause 3.4 above at **NHPC Office Complex, Sector-33, Faridabad (Haryana)-121003**. A compiled list of such questionnaire and NHPC's response will be uploaded in the website <http://eprocure.gov.in/eprocure/app>. Bidders are required to remain updated with the website. No separate reply/intimation will be given

elsewhere. Verbal clarifications & information given by NHPC or their employees(s) or their representative(s) shall not be in any way binding on NHPC.

Enquiries/ clarifications may be sought by the Bidder in following format on email ID: [contcivil3-co@nhpc.nic.in](mailto:contcivil3-co@nhpc.nic.in):

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

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

Name & Address of the Authorized Person of NHPC:

General Manager (Civil Contracts-III)  
Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX,  
Sector-33, Faridabad-121003, Haryana, India  
Tele No :+91 (129) 2270596  
Email: [contcivil3-co@nhpc.nic.in](mailto:contcivil3-co@nhpc.nic.in)

### 3.22.1 Amendment to RfS Documents

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

### 3.22.2 Clarification on Bids

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

### 3.23 RIGHT OF NHPC TO REJECT A BID

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

### 3.24 BANK GUARANTEES

The Bidder shall provide the following Bank Guarantees for the amounts expressed in Indian Rupees issued by an Indian Nationalized / Scheduled Commercial Bank or a Foreign Bank notified as a Scheduled Bank under the provisions of the 'Reserve Bank of India Act' through any of its Branches in India.:

- i) **Earnest Money Deposit (EMD) of Rs 12.5 Lacs Per MW (Five Lacs Sixty Thousand Per MW) in the form of DD/BG/POI Subject to Minimum of Rs 6 Crs and Maximum of Rs 20 Crs per Project in the form of Bank Guarantee/POI according to Format 6.3A/ 6.3A(I) and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the**

**event of encashment of EMD, the encashed amount shall include all applicable taxes.** Scanned copy of Bank Guarantee towards EMD is to be submitted along with response to RfS in First Envelope (Technical Bid). However, the Bank Guarantee towards EMD (in original) in a sealed envelope is to be submitted in NHPC Office at Faridabad on or before bid submission date and time. If a bidder extends the period of bid validity pursuant to clause 3.20 of RfS, the validity of EMD shall also be extended so that it remains valid for a period of 60 days beyond the Bid Validity.

**Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by NHPC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 6.3 A (I) of the RfS, within the timelines as per Clause 3.24 (i) above, for the amount and validity period as per those Clause above.

The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD".

- ii) **Performance Bank Guarantee (PBG) of Rs. 31.25 Lakh/MW for each project** as per Format 6.3 B/ 6.3 B (I), is to be submitted by the successful bidder to NHPC before signing of PPA. The PBG should be valid for a period up to (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. PBG shall be submitted for each project separately.

On receipt and after verification of the Total Performance Bank Guarantee in acceptable format and after signing of PPA, the earlier Bank Guarantee towards EMD would be returned to the Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPG.

**Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the SPG also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by NHPC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 6.3 B(I) of the RfS, within the timelines as per Clause 3.24 ((ii) above, for the amount and validity period as per those Clause above. In case the SPG chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 3.24 ((ii) above, the provisions of Clause 3.24 ((ii) will be applicable in this case too.

The Bank Guarantees submitted by a generator as 'Performance Bank Guarantee(PBG)' may be released, if the generator is able to replace the same with "Payment on Order instrument" / Letter(s) of Undertaking to pay in case situation of default of generator in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC). Generators can seek such Letters(s) by offering due security to the above mentioned three nonbanking financial institutions (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)"

In case of a Joint Venture / Consortium, the Performance Bank Guarantee shall be in the name of individual partner of Joint Venture in proportion of its participation share. The performance security shall not be released till liquidated damages, if any, is pending for recovery.

If the contractor does not submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of contractor.

In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

- 1) If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion - upto 12 months) or 60-days (for the contracts having time for completion - more than 12 months) from the date of notification of signing of Power Purchase Agreement, then following actions shall be taken against such Contractor:
  - i) Award shall summarily be terminated
  - ii) EMD/ Bid security shall be forfeited.
  - iii) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
  - iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.
  - v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

***Note: In case any extension is given to the Project, the corresponding extension needs to be made in the validity of PBG. The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA***

**(i) General:**

- a. The format of the Bank Guarantees/POI prescribed in the Format 6.3 A / 6.3 A(I) (EMD)/ 6.3 B/ 6.3 B(I) (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed. The selected Bidder for the Project selected based on this RfS is required to sign PPA with NHPC within the timeline as stipulated in Clause 3.14 of the RfS. In case, NHPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by NHPC from the Bank Guarantee available with NHPC (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.**
- b. The Bank Guarantees have to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act .The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.**
- c. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPGs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to (Name of the beneficiary: NHPC Ltd. Account No.: 10813608692 IFSC Code: SBIN0017313 Address of the Bank: State Bank of India 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001) and a confirmation in this regard is received by NHPC”.
- d. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- e. The EMD of unsuccessful bidders shall be released within fifteen days of the completion of reverse auction process.
- f. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the Solar Power Generator in terms of the PPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the Solar Power Generator under the PPA, shall be credited to the Payment Security Fund to be maintained by NHPC as mention in clause 3.13 of this RfS.
- g. The PBG of SPGs shall be returned to them, after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per relevant Clauses of the RfS. In case of part commissioning, PBG, corresponding to the part capacity commissioned, shall be released after successful part commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per relevant Clauses of the RfS.
- h. The Bank Guarantees have to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act .The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- i. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, check-list at Appendix – A has been attached. Bidders are advised to take note of the above checklist while submitting

the Bank Guarantees. Bidders have to submit the above check list duly filled in along with Bank Guarantee.

### 3.24.1 Online Confirmation of BG towards EMD and PBG

For online confirmation of Bank Guarantee against Performance Security and Bid Security, the bank details of NHPC to be communicated to the issuing Bank is as under:

Name of the beneficiary:	NHPC Ltd.
Account No. :	10813608692
IFSC Code:	SBIN0017313
Branch Code:	17313
Address of the Bank:	State Bank of India, 5 <sup>th</sup> Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001

### 3.25 FORFEITURE OF EMD

The EMD shall be forfeited in following cases:

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

### 3.26 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

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

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

Following shall not be considered as change in shareholding as mentioned above:

- a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
- d. Transfer of shares within the members of Immediate Promoter Group only.
- e. Transfer of shares to IEPF. vi. Issue of Bonus Shares.

The Successful bidder, if being a single company, shall ensure that its shareholding in the SPV/ project company executing the PPA shall not fall below 51% (fifty one per

cent) at any time prior to 1 ( One) year from the SCSD, except with the prior approval of NHPC.

In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 ( One) year from the COD, except with the prior approval of NHPC.

**Further, the successful bidder, shall ensure that its promoters** shall not cede control till 1 ( One) year from the SCSD except with the prior approval of NHPC. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to NHPC before signing of the PPA with NHPC.

Any change in the shareholding after the expiry of 1(One) year from the SCSD can be undertaken under intimation to NHPC.

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

In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake 'Substitution of Promoter' in concurrence with the Procurers."

In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NHPC.

*Note: - In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company may be formed for each project; however the equity commitment (in case of bidding consortium) as informed at the stage of RfS shall be maintained in all the project companies to be formed before signing of PPA with NHPC. 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 up to 1 ( One)year after SCSD of the Project. An Indian company can form a Special Purpose Vehicle (SPV) for execution of the Project before signing of PPA. The SPV so formed shall be 100% owned subsidiary of the Bidding Company.*

### **3.27 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS FOR THE PROJECT:**

The Projects shall achieve Financial Closure within 18 (Eighteen) months from the Effective Date of the PPA. Any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days of submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more, shall entail a corresponding extension in financial closure..

At the stage of financial closure, the SPGs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the SPG shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

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

Checklist of documents to be submitted at this stage is provided at Annexure-2 of the RfS.

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

In case of delay in achieving above condition as may be applicable, NHPC shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of factors not owing to any action or inaction on the part of the SPG, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of project developer, on payment of a penalty of **Rs.1,000/- per day per MW**. This extension will not have any impact on the Scheduled Commissioning Date. The penalty paid by the Solar Power Generator/project developer shall be returned to the SPG/project developer without any interest on achievement of successful commissioning up to the rated project capacity within the Scheduled Commissioning Date. However, if the entire capacity of the project is not commissioned within the Scheduled Commissioning Date, then penalty amount shall not be refunded.

Subsequent to the completion of deadline for achieving financial closure, NHPC shall issue notices to the SPGs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPGs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-NHPC shall encash the PBG/POI of the corresponding SPGs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the SPGs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPG. In case of the SPG meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPG shall be returned by NHPC. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPG without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

The SPG will have to submit the required documents to NHPC at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, NHPC shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

It is presumed that the tariff will be adopted by the Appropriate Commission within 60 (sixty) days of submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more. However, any delay in adoption of tariff by the Appropriate Commission beyond 60 (sixty) days of submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more, shall entail a corresponding extension in Financial Closure.

**LAND ARRANGEMENTS FOR THE PROJECT:**

The REPD shall be entirely responsible for acquiring the land required for setting up the project and NHPC shall not in any manner be responsible for the same.

The REPD shall submit documents/Lease Agreements to establish possession/right to use 100% (hundred per cent) of the required land in the name of the REPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD).

The REPD shall submit a sworn affidavit from the authorized signatory of the REPD listing the details of the land and certifying that total land required for the Project is under clear possession of the REPD.

With respect to demonstration of land possession by the REPD, commissioning of the Project will not be allowed until the demonstration of land possession by the REPD in terms of this Clause.

In case of part-commissioning of the Project, land possession corresponding to the part capacity (calculated on pro-rata basis) being commissioned, shall be required to be demonstrated by the REPD prior to declaration of commissioning of the said part capacity.

However, in case of delays in demonstrating land possession by the REPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

### **3.28 COMMENCEMENT OF SUPPLY OF POWER :**

#### **Commencement of Supply from Projects:**

**Commencement of Supply Date (CSD) shall be the actual date of commissioning of the Project. Commissioning of the Project shall be carried out by the REPD in line with the procedure as per the PPA document. NHPC may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or NHPC after successful commissioning.**

#### **Part Commencement of Supply of Power :**

Part Commencement of Supply of Power:

Part Commencement of Supply of Power of the Project shall be accepted by NHPC subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the Scheduled Commencement of Supply Date (SCSD) will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for a period of 25 (twenty five) years from SCSD.

**In case of part commencement of supply of power from the Project, land possession corresponding to the part capacity (calculated on pro-rata basis) being commence the supply of power , shall be required to be demonstrated by the REPD prior to declaration of commencement of supply of power of the said part capacity.**

In cases of early part-commencement of supply of power , till Scheduled Commencement of Supply Date (SCSD) , subject to the consent for such purchase by the Discom(s), NHPC may purchase the generation at the PPA tariff payable to the project developer.

#### **Early Commencement of Supply of Power :**

**The Solar Power Generator shall be permitted for commencement of supply of power corresponding to full as well as part contracted capacity, even prior to the**

**SCSD, subject to availability of transmission connectivity and General Network Access.**

**Early commencement of supply of power of the Project will be allowed solely at the risk and cost of the REPD, and NHPC shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the corresponding Buying Entity agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus NHPC's trading margin. In case NHPC does not agree to purchase such energy, early part/full commencement of supply of power from the Project shall still be allowed and the REPD will be free to sell such energy to a third party, until SCSD or the date of commencement of procurement of power from the Project as notified by NHPC, whichever is earlier, without requiring any No-Objection Certificate (NOC) from the Procurer. In such cases a Provisional Commissioning Certificate will be issued to REPD for period up to SCSD or date of commencement of Power Procurement (whichever is earlier), along with a NOC for sale of Power to 3rd Party for such period. Unit Scheduled Commencement of Supply Date (USCSD)/SCSD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project. However, early part/ full commencement of supply of power from of the Project and subsequent energy procurement from the same shall be subject to the approval of NHPC. Such intimation regarding consent to procure energy from early commissioning shall be provided by NHPC within 15 days of receipt of the request being made by the REPD, beyond which it would be considered as deemed refusal.**

**Commencement of Supply Schedule and penalty for delay in commencement of supply:**

**:**

**The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on 24 months from the Effective Date of the PPA. The maximum time period allowed for commencement of supply of power for the full contracted capacity with applicable liquidated damages, shall be limited to the date as on 06 months from the SCSD or the extended SCSD (if applicable).**

In case of failure to achieve this milestone, the REPD/project developer shall pay the liquidated damage in the following manner as specified in PPA:

- (a) For Delay in commencement of supply of power up to 6 (six) months from the Scheduled Commencement of Supply of power Date (SCSD or the extended SCSD (if applicable)) - NHPC will encash the Performance Bank Guarantee (PBG)/POI on per day basis and proportionate to the Capacity not commissioned.**
- (b) For Delay in commencement of supply of power beyond 6 (six) months from the Commencement of Supply of power Date (SCSD) or the extended SCSD (if applicable) –**
  - I. Generator Event of Default shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD or the extended SCSD (if applicable) + 6 (six) months. The PPA for the balance capacity that has not commenced supply of power shall be terminated.**

- II. The Generator shall be debarred from participating in bids issued by any Procurer or any Intermediary Procurer for the following period:
  - (a) For one year in case of first default
  - (b) For not less than 2 years and not more than 3 years for second and any subsequent defaults.
- (c) The maximum time period allowed for commencement of supply of power for the full contracted capacity with applicable liquidated damages, shall be limited to the date as on 06 months from the SCSD or the extended SCSD (if applicable). It is presumed that the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date of Power Sale Agreement (PSA), whichever is more. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission or 120 days from of PSA, whichever is more, shall entail a corresponding extension in SCSD..

**3.29 COMMERCIAL OPERATION DATE (COD) AND COMMENCEMENT OF SUPPLY DATE (CSD):**

Commercial Operation Date (COD) and Commencement of Supply Date (CSD) shall be the actual date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project and the date of commencement of supply of power of the contracted capacity. The following milestone dates may therefore be observed and may fall on separate dates:

- a. Interconnection with Grid: This may be provided by the STU/ CTU/ DISCOM, on the request of the REPD, even if the Project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- b. Commissioning of the Project: This will be on a date, when the project meets the criteria defined for project commissioning. NHPC may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before CSD shall not be at the cost of NHPC under this scheme and developers/generators will be free to make short-term sale to any organization or individual. NHPC may agree to buy this power as a trader if they find it viable outside this RfS..

**3.30 DELAY IN COMMENCEMENT OF SUPPLY OF POWER ON ACCOUNT OF DELAY IN GNA OPERATIONALIZATION:**

**The responsibility of obtaining General Network Access (GNA) shall be of the Buying Entity prior to commissioning of the Project. For sale of power to NHPC from SCD, the GNA is required to be obtained by the Buying Entity. It is further clarified that the Entities (REPD and Buying Entity) as indicated in the Detailed Procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022, will be responsible for their respective obligations as notified in the Detailed Procedure irrespective of the provisions of the RfS, PPA and PSA. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power**

**evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:**

- (i) The REPD has complied with the complete application formalities as per Clause 3.9.2**
- (ii) The REPD has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CTU, and**
- (iii) The delay in grant of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the REPD.**

**The above shall be treated as delays beyond the control of the REPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by NHPC.**

**In case of delay in commissioning of Project due to reasons beyond the reasonable control of the REPD, NHPC may extend the SCSD after examining the issue on a case-to-case basis.**

**On account of delay in Grid Access operationalization, in case of any extension in SCSD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard.**

**The provisions of PPA and PSA in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable.**

**Further, in case of delay in Project commissioning on account of reasons solely attributable to the REPD, resulting in any liquidated damages/penalty levied on the Buying Entity under the GNA Regulations, such damages/penalty shall be passed on to the REPD.**

### **3.31 CORRUPT OR FRAUDULENT PRACTICES:**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows :**
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the development and operation of Solar Power Project(s); and**
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or in the development and operation of Solar Power Project(s) to the detriment of NHPC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NHPC of the benefits of free and open competition;**

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question and the bid security of the bidder shall be forfeited;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the development and operation of Solar Power Project(s).

**3.32 Deleted**

**3.33 CONTACTING NHPC:**

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

**3.34 INTEGRITY PACT:**

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

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

**Independent External Monitors (IEM)s:**

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

To oversee the compliance of obligation under the Integrity Pact, Shri Vivek Kumar Johri and Dr. Vinod Aggarwal have been appointed as Independent External Monitor (IEM) by the Employer.

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

Shri Vivek Kumar Johri, 106, Malviya Nagar, Bhopal, MP-462003 e-mail – iem.nhpc@gmail.com	Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 e-mail – iem.nhpc@gmail.com
---	---

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of NHPC including that provided by the Contractor. The

Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors / JV partners/Consortium member with confidentiality. CGM (Contracts - Civil) or his authorized representative shall be the Nodal Officer for necessary coordination in this regard.

**3.35** Deleted

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

**3.37 Ineligibility for Participation in Retenders**

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