

**REQUEST FOR PROPOSAL FOR “SELECTION
OF SOLAR POWER PARK DEVELOPER (SPPD)
FOR THE ESTABLISHMENT OF 500 MW
SOLAR PARK IN TAMIL NADU”**

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DISCLAIMER:

1. Though adequate care has been taken while preparing the RfP Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **twenty (20) days from the date of notification of RfP/Issue of the RfP documents**, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.
2. Tamil Nadu Energy Development Agency (TEDA) reserves the right to modify, amend or supplement this RfP document.
3. While this RfP has been prepared in good faith, neither TEDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.

Place: Chennai.

Date: 23/06/2017.

SECTION-1

INTRODUCTION, BACKGROUND & SCHEME DETAILS

1. Background:

MNRE has come up with a scheme for development of Solar Parks and Ultra-Mega Solar Power Projects in the country. MNRE is setting up at least 25 solar parks, each with a capacity of 500 MW and above, with a target of over 20,000 MW of solar power installed capacity in the span of 5 years. Solar parks will be developed in the collaboration with the State Government and their agencies. A Solar park is a concentrated zone of development of solar power generation projects and provides developers an area that is well characterized with proper infrastructure, access to amenities and where the risk of the project can be minimized.

The State of Tamil Nadu is endowed with a vast potential of renewable energy. The state is taking all necessary steps to exploit the renewable energy resources for the maximum benefit and support from Government of India in reaching target of 175 GW by 2022. In this context, TEDA is desirous of selecting SOLAR POWER PARK DEVELOPER (**SPPD**) for the Development of Solar Park in the State of Tamil Nadu.

TEDA invited Expression of Interest (EOI) from national and international companies or consortium thereof interested in establishment of 500 MW Solar Park in Tamil Nadu in accordance with 'Mode 4' prescribed in Para-3 of the Guidelines dated 12th December 2014 of the Scheme for 'Development of Solar Parks and Ultra Mega Solar Power Projects' of the Ministry of New and Renewable Energy (MNRE), Government of India. In continuation of the response received, TEDA intends to call for proposal from National and International companies interested in setting up Solar Park in Tamil Nadu strictly in accordance with the MNRE guidelines and subsequent amendments/directions if any issued for Implementation of a Scheme for Development of Solar Parks and Ultra Mega Solar Park Projects in the country commencing from 2014-15 and onwards (i.e. from the year 2014-15 to 2018-19).

1.1 Rationale behind issue of RfP:

Solar Park of 500 MW capacity will have to be set up on a contiguous piece of land in any part of Tamil Nadu having solar irradiance ranging from 5 to 6 kWh/m²/day, throughout the year. The entire extent of land has to be acquired

by the successful SPPD either on free-hold ownership or on leased land basis. The extent of land that may be required to set up 500 MW capacity solar is expected to be 2500 acres. However there may be slight variation in the quantum of land required for the project subject to establishing technical feasibility. This RfP document has been prepared based on the guidelines issued by MNRE under the Title “Scheme for the development of solar park & ultra-mega solar power projects and subsequent amendment(s) which are available on the web site of MNRE, <http://mnre.gov.in/file-manager/grid-solar/Schemefor%20development-of-Solar-Park-&Ultra-Mega-Solar-Power-Project-2014-2019.pdf>. In case of any difference in interpretation between this RfP document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/SPPD and TEDA. TEDA has been designated as the nodal agency for implementation of this Scheme. TEDA may develop a suitable monitoring mechanism, to analyse the performance of the projects, carry out random checks to verify compliance of quality standards. The participating companies will be required to demonstrate their financial and technical capability to:

1. Plan, finance, develop, execute, operate and maintain the solar power park;
2. Identify potential site and acquire/leasehold/possess land for solar power park;
3. Carry out site related studies/investigations;
4. Obtain statutory and non-statutory clearances and to make area development plan within solar power park;
5. Design a plan for sharing development cost between the developers;
6. Create necessary infrastructure like water, transmission lines, roads, drainage etc. to facilitate solar power project developer for faster implementation of solar power projects
7. Fulfill all other conditions stipulated in the guidelines which may be accessed at <http://mnre.gov.in/file-manager/grid-solar/Schemefor%20development-of-Solar-Park-&Ultra-Mega-Solar-Power-Project-2014-2019.pdf>. A copy of the guidelines is also attached with this RfP document for ready reference. However, the conditions of which are not limited to the contents therein but

will include subsequent instructions/ guidelines/directions, if any given or will be given in future by MNRE in this regard.

In the first stage, a detailed proposal on the following lines have to be given and after selection as a Solar Power Park Developer, you will be requested to carry out load flow study and obtain the required permissions for evacuation from State/Central transmission utility. TEDA will extend its support for the selected SPPD's efforts in getting permissions subject to the condition that TEDA shall be indemnified against any delay, loss, damage, price variation in signing Power Purchase Agreements by the SPPD or prospective solar plant installers inside the park with the State or Central Utility or with any other company/organization/agency for third party sale of power.

1.2 Role of Solar Power Park Developer (SPPD):

The SPPD is tasked with acquiring the land for the Park, cleaning it, leveling it wherever considered desirable and allocating the plots for individual projects. The detailed role and responsibility is given in the MNRE scheme for solar park. It has been indicated in the guidelines that the Central Electricity Regulation Commission (CERC) in its regulation notified on 15th May, 2015, have included SPPD as an applicant for getting Connectivity and Long Term Access (LTA) and have also defined their functions accordingly. Therefore, the successful SPPD, if desires, shall be authorized by MNRE to carry out the activities as required as per the amendments notified by CERC vide its notifications dated 15th May, 2015, in addition to actions being/ to be carried out as the Scheme for "Development of Solar Parks and Ultra Mega Solar Power Projects".

The SPPD will be responsible for creating the internal transmission network on behalf of the solar project developers. This network will connect with the Intra State Transmission System (ISTS) or State Transmission System. The transmission network within the solar park will be captive/ dedicated transmission system of the solar project developers of the park.

Following are the essential responsibilities as mentioned in the guidelines:

1. Acquisition of land.
2. Getting related clearances.
3. Developing approach road to each plot.
4. Developing internal transmission system and maintaining it.
5. Making arrangement to connect to the grid i.e. ISTS or State Transmission Network.
6. Providing basic drainage.
7. Providing water supply (Minimum essential quantity).

Following are the optional responsibilities of the SPPD:

1. Leveling and developing of land (to be avoided as far as possible).
2. Construction of offices, housing and common building infrastructures.
3. Forecasting, Scheduling.
4. O&M or related functions.
5. Solar radiation data.
6. Metal road to all plots and within plots to each array.
7. Maintenance of internal power supply and water supply.
8. Security.
9. Cleanliness and waste disposal
10. Technical support services (consultancy etc.).

1.3 Development / Operation and Maintenance of the Solar Park:

The SPPD will be responsible for development of the Solar Park and its facilities, to the extent that the selected Solar Project Developers will be able to set up their solar power projects and the respective transmission utility (STU/CTU) shall be able to undertake the Inter-connection work of Transmission to its ISTS for evacuation of solar power by solar project developers from the pooling station for Intra-State or Inter-State sale, on a Plug and Play model.

The SPPD will also be responsible for Operation and Maintenance of the Solar Park for a period of 25 years. The SPPD will ensure the facilities as mentioned in the MNRE guidelines are provided in the solar park and maintained for 25 years.

1.4. Transmission Network:

The SPPD will be responsible for creating the internal transmission network on behalf of the solar project developers. This network will connect with the Intra State Transmission System (ISTS) or State Transmission System. The transmission network within the solar park will be captive / dedicated transmission system of the solar project developers of the park.

Following are the essential responsibilities of SPPD:

- a) Internal transmission system will be considered as dedicated system of the generators' developed on their behalf by SPPD.
- b) Forecasting and Scheduling will be done as per CERC Regulations and Indian Electricity Grid Code. The SPPD may take the function of forecasting if the solar project developers so desire.
- c) Interconnection point will be at the ISTS system i.e. 400 kV substation where ISTS system is involved. The solar park where internal transmission system is connected to the STU system, its interconnection point will be at the STU system. All costs and losses up to that point will be on account of the solar project developers or SPPD depending upon the arrangement between the solar project developers and the SPPD.
- d) As soon as first project in park gets commissioned, transmission charges will start getting paid from corpus of fund created by the SPPD, out of the collection from the solar project developers, for the entire capacity of line. If the line gets ready as per schedule and no project is commissioned, SPPD will have to pay charges as per applicable rules.
- e) The SPPD may enter into an Implementation Agreement with the Solar Project Developers (SPDs) clearly indicating terms and conditions prescribed in the MNRE Guidelines.

SECTION-2

DEFINITIONS

Section 2

DEFENITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

Definitions

“TEDA” shall mean Tamil Nadu Energy Development Agency;

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

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

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

“Bidder” shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding 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; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

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

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

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

“Control” shall mean holding not less than 51% of paid up share capital

“Controlling shareholding” shall mean not less than 51% of the voting rights and paid up share capital in the Company/Consortium;

“Day” shall mean calendar day;

“Effective Date” shall mean the date of execution of Projects;

“Equity” shall mean

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

** Share premium will form an integral part of Equity provided it is realized in cash or cash equivalent. However, this condition will not apply in case of listed Companies.

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Solar Power Park Developer either by way of commitment 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 or letter agreeing to finance;

“Group Company” of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or;
- ~~(ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or;~~
- (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise

or;

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

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

“Joint Control” shall mean a situation where none of the promoter shareholders has at least 51 % shareholding in the paid up share capital and voting rights in the company, and the control is exercised jointly;

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having the shareholding of not less than 51% in the Bidding Consortium. Note: The shareholding of the Lead member in the project company (Special Purpose Vehicle) cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;

“Letter of Intent” or “LOI” shall mean the letter issued by TEDA to the Selected Bidder for award of the Project;

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

“LLC” shall mean Limited Liability Company;

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

“Month” shall mean calendar month;

“Paid-up Share Capital” shall mean such aggregate amount of money credited as

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

Paid-up share capital includes:

- Paid-up equity share capital;
- Fully, compulsorily and mandatorily convertible Preference shares and
- Fully, compulsorily and mandatorily convertible Debentures.

“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;

“Pooling Substation/ Pooling Point” shall mean the pooling point voltage and metering arrangement shall be as prescribed by the SPIA.

“PPA” shall mean the Power Purchase Agreement signed between the successful SPPD and TANGEDCO according to the terms and conditions.

“Power Project” or “Project” shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Delivery/Metering Point or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery 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 TEDA;

“Project Capacity” shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.

“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, in line with the Commissioning procedures defined in the Guidelines/RfP;

“Solar Power Developer (SPPD)” shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected to establish 500 MW Solar Park in Tamil Nadu as per the MNRE Guidelines.

“RfP document” shall mean the bidding document issued by TEDA.

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfP to set up the Solar Park as per the terms and conditions;

“Solar Park” shall mean concentrated zone of development of solar power generation projects. Solar Park will also facilitate developers by reducing the number of required approvals.

“Solar PV Project” shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

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

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

“Week” shall mean calendar week;

SECTION-3

BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1. Obtaining RfP Document, Cost of documents & Processing Fees

- 3.1.1. The RfP document can be downloaded from the website of TEDA www.teda.in.
- 3.1.2. Interested parties are invited to submit their application to TEDA's registered office in the prescribed template enclosed herewith furnishing details called for therein. The signed RfP along with prescribed documents shall be submitted in sealed envelope, duly super-scribed as **"APPLICATION FOR THE SELECTION OF SPPD FOR THE ESTABLISHMENT OF 500 MW SOLAR PARK IN TAMIL NADU"** on or before the prescribed date and time, at the address given under:

**The General Manager (Schemes),
Tamil Nadu Energy Development Agency,
E.V.K Sampath Maaligai, 5th floor,
No.68, College Road, (DPI Complex),
Chennai - 600 006.**

- 3.1.3. The bids submitted without Demand Draft against EMD, shall not be considered for the bidding and such bids shall not be opened by TEDA.

3.2. Qualification Requirements

Short-listing of Bidders will be based on meeting the following criteria:

A. General Eligibility Criteria:

- i) Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- ii) Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted based on this RfP has to necessarily form a Project Company and get it registered under the Companies Act, 2013. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project.
- iii) A foreign company can also participate on standalone basis or as a

member of consortium at the RfP stage.

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 the project execution stage

- iv) Limited Liability Companies (LLC) and Limited Liability Partnership (LLPs) are not eligible for participation.
- v) Any consortium, if selected as successful bidder, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfP) before execution of the project, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfP. This shall not change till the beginning of the project and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfP up to One Year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of TEDA, subject to the condition that, the management control remains within the same group of companies.

B. Basic Qualification Requirement:

1. Proof of ownership for a minimum of 10% of the total land required i.e. 250 acres for establishing 500 MW Solar Park against total requirement of 2500 acres has to be produced by the bidder. Failure to produce the relevant details/copy of the documents for proof of 10% ownership may lead to summary rejection of the offer. There may be variation in the total extent of land required say up to 10 %. However, the bidder has to justify/ establish the same with relevant technical details.
2. The ownership may be in the name of the bidder or any member of the consortium singly or jointly and for the balance quantum of land required, undertaking / authorization obtained from the land owner for transfer of land in the event of selection as Solar Park Project

Developer (SPPD) shall be produced by the bidder. In the event of selection, the successful bidder must be able to complete the land acquisition process within 6 months from Zero date as per MNRE guidelines.

3. It may be noted that establishment of 500 MW Solar Park in close vicinity each measuring 1250 acres may also be permitted. However, the entire capacity of 500 MW will be treated as a single solar park to be developed by the selected Solar Power Park Developer (SPPD).
4. Experience in developing a solar park (or) executing contracts of Supply, Installation and commissioning of Grid connected Solar PV power plants with a cumulative capacity of not less than 50 MW which should be in successful operation for at least six months as on the date of application (or) executing any infrastructure project or industrial park either as a developer or as EPC contractor for a value of not less than 100 Crore
5. The applicant or the consortium should have a combined net worth of not less than 100 Crore or average annual turnover of Rs.100 Crore in the preceding 3 consecutive financial years.
6. Documentary evidence for the above shall have to be provided by the SPPD along with Certified copies of annual audited accounts of the last three financial year i.e., 2014-15, 2015-16 or 2016-17 as may be applicable (OR) in case the Bidder is a newly formed Company, then the certificate issued by a Chartered Accountant with certified copies of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement are required to be submitted.

3.3. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

- i) **Earnest Money Deposit (EMD)** of Rs.5 Crore in the form of Bank Guarantee according to Format 5.3 A and initially valid for 06 months from the date of bid submission shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The bidder shall give an undertaking that on request from TEDA, the validity of the bank guarantee furnished towards EMD will be extended for a further period up not less than 3 months. The Bank Guarantees towards EMD

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

- ii) The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-B to TEDA. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-B is to be endorsed by the Indian branch of the same bank or State Bank of India.
- iii) The company/consortium which has already paid Rs.2.5 Crore is required to pay the balance Rs.2.5 Crore towards EMD.
- iv) The successful bidder selected will be required to pay Rs. 10 Crore towards Performance security calculated @ Rs. 2 Lakh per MW within 21 days of receiving intimation by mail/letter about selection as Solar Power Park Developer (SPPD) from TEDA. For this purpose, the EMD amount of Rs. 5 Crore paid by the selected SPPD will be retained and adjusted towards Performance Security. In addition, the selected SPPD will be required to pay an additional sum of Rs. 5 Crore in the form of demand draft/ bank guarantee. TEDA reserves the right to retain the performance guarantee till completion & commencement of the entire project and to forfeit the amount paid/ revoke the bank guarantee either in full or in part, as the case may be, towards penalty for delay in completion, liquidated damages, any loss/ expenditure incurred by TEDA due to willful default/any act of SPPD/failure to fulfill statutory requirements or any other reason which leads to such damage/ loss/expenditure. The decision of TEDA/MNRE will be final and binding in this regard on the part of the selected SPPD.
- v) The EMD amount paid by the unsuccessful bidders will be refunded/ returned within 2 months of selection of SPPD or within a week of execution of agreement by the selected SPPD whichever occurs earlier.
- vi) The format of the Bank Guarantees prescribed in the Formats 5.3 A (Earnest Money Deposit) and 5.3 B (Performance Bank Guarantee) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG.
- vii) The Bank Guarantees have to be executed on non-judicial stamp paper of

appropriate value as per Stamp Act relevant to the place of execution.

- viii) All expenditure towards execution of Bank Guarantees such as stamp duty, fore-closure charges, conversion from EMD format to Performance Security, charges for extending the validity, any other charges imposed by the issuing bank during the validity of the bank guarantee submitted etc. shall be borne by the Bidders/ selected SPPD.

3.4. Forfeiture of EMD

The BG towards EMD shall be encashed by TEDA in following cases:

- i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii) In case, TEDA offers to execute the project with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the project within the stipulated time period;
- iii) If after issuance of LOI, it is found that the documents furnished by the bidders during RfP are misleading or misrepresented in any way;
- iv) If the bidder fails to furnish required Performance Bank Guarantee; and

3.4.1. TEDA will verify the documents furnished by the Bidders at the time of submission of response to RfP including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfP Qualification Requirement and financial requirements mentioned in the RfP. TEDA at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfP till date along with a copy of the documents submitted with Registrar of Companies which became due during this period, along with all the relevant documents filed with Ministry of Company Affairs for allotment of Shares are required to be submitted. If at the project execution stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way, then the provisions contained in this RfP will be applicable.

3.4.2. Further, the SPPDs would furnish within the aforesaid period, documents

to establish that the required land for project is in clear possession of the SPPD and provide evidence that the required technical criteria have been fulfilled. Further, the SPPD shall furnish documentary evidence towards the following:

1. The requisite technical criteria have been fulfilled and orders placed/ agreements entered into, for supply of plants and equipment for the project.
2. Detailed Project Report for the project.
3. Required land/plot for project development is under possession of the SPPD. In this regard the SPPD shall be required to furnish the following documentary evidences to establish the possession of the required land/lease agreement in the name of the SPPD: -
4. All agreements and approvals, clearances related to the project along with all necessary supporting documents.
5. In case of delay in achieving above condition as may be applicable, TEDA shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of delay in allotment of land in Solar Park or by Government or delay in transmission line or Force Majeure. An extension can however be considered, on the sole request of SPPD, on payment of a penalty of Rs. 10,000/- per day per MW. This amount will go into the Payment Security Fund. This extension will not have any impact on the Scheduled Commissioning Date.
6. Successful bidders will have to submit the required documents to TEDA at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, TEDA shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

A. Liquidated Damage for Delay in Commissioning

The Project shall be commissioned within 18 months from zero date as per the guidelines of MNRE. At the time of intimation about the selection as SPPD to the successful bidder, the terms and conditions for fixing the Zero date will be

conveyed. However, the decision of TEDA based on the guidelines/instructions from MNRE will be final. A duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, TEDA shall encash the Performance Bank Guarantee in the following manner:

- a. **Delay up to 30 days**– 25% of the PBG amount shall be encashed as penalty for the first month of delay which will be proportionate to the capacity not commissioned;
- b. **Delay of more than 30 days and up to 60 days** – 25% of the PBG amount shall be encashed by TEDA as penalty for the second month of delay which will be proportionate to the capacity not commissioned;
- c. **Delay of more than 60 days and up to 75 days** – 25% of the Performance Bank Guarantee amount shall be encashed by TEDA as penalty for the third month of delay which will be proportionate to the capacity not commissioned;
- d. **Delay of more than 75 days and up to 90 days** – Entire amount paid by the SPPD in the form of DD/Bank Guarantee shall be forfeited/encashed.
- e. For the purpose of calculations for penalty, a month shall be considered consisting of 30 days.
- f. If the project is delayed beyond 90 days, no subsidy amount will be released to the SPPD. In addition, the SPPD will be required to pay back the entire subsidy amount received till that time on achieving the milestones specified by MNRE.

3.5. Minimum Paid up Share Capital to be held by Project Promoter

- i) The Company developing the project shall provide complete information in their bid in reference to RfP about the Promoters and their shareholding in the company indicating the controlling shareholding.
- ii) No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfP. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iii) Lead Member in the Consortium shall have the Controlling Shareholding in

the Project Company having not less than 51% of Voting Rights and paid up share capital in the Project Company.

- iv) In case of companies having multiple promoters (i.e. none of the shareholders having not less than 51% of voting rights and paid up share capital), it shall be considered as company of joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding shall be maintained for a period of (01) one year after Commercial Date of Operation (COD).
- v) Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of TEDA, subject to the condition that, the management control remains within the same group of companies.

3.6. Instructions to Bidders for structuring of bid proposals in Response to RfP

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfP. Submission of bid proposals by Bidders in response to RfP shall be in the manner described below:

1. Covering Letter as per **Format 5.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 5.2**.

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

3. Earnest Money Deposit (EMD) in the form as per **Format 5.3A**.
4. Performance Bank Guarantee in the form as per **Format 5.3B**
5. Board Resolutions, as per prescribed formats enclosed as **Format 5.4** 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 RfP and in the event of selection of the Projects, to sign the Agreement with TEDA. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from 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 in the Consortium Agreement.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 5.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
 7. A disclosure statement as per Format 5.6 regarding participation of any related companies in the bidding process
 8. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 5.7** (to be filled out separately for each Project).
 9. **Attachments**
 - i) Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power Park Development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted

prior to execution of project, if the bidder is selected as Successful bidder.

- ii) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
- iii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission.
- iv) Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) to TEDA indicating the controlling shareholding at the stage of submission of response to RfP to TEDA. TEDA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfP conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- v) Certified copies of annual audited accounts for the last three financial year, i.e. FY 2014-15, 2015-16 & 2016-17 OR in case the Bidder, with a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available).

3.7. Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfP.
- c. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever,

TEDA reserves the right to reject such response to RfP and/or cancel the Letter of Intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfP.

- d. Response submitted by the Bidder shall become the property of the TEDA and TEDA shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned.
- e. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. However, TEDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- f. All the information should be submitted in English language only.
- g. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- h. Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by TEDA.
- i. Response to RfP not submitted in the specified formats will be liable for rejection by TEDA.
- j. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- k. Non submission and/or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver on the part of TEDA of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

3.8. Non-responsive Bid

Each bidder's response to RfP shall be checked for compliance with the submission requirements set forth in this RfP. Any of the following conditions shall cause the Bid to be "Non-responsive":

- a. Non submission of Cost of RfP and/or Processing fee as mentioned in the Bid Information Sheet.

- b. Non-submission of EMD in acceptable form along with RfP document.
- c. Response to RfP not received by the due date and time of bid submission;
- d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- e. Non submission of the original documents by due date and time of bid submission;
- f. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RfP, then all these bids submitted shall be treated as non-responsive and rejected.

3.9. Validity of the Response to RfP

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

3.10. Bid Preparation cost

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

3.11. Clarifications/Pre Bid meeting/ Enquires/ Amendments

- i) Clarifications / Doubts, if any, on RfP document may be emailed to solarpolicy@teda.in
- ii) TEDA will make effort to respond to the same in the Pre Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and TEDA's response will be uploaded in the website www.teda.in. If necessary, amendments, clarifications, elaborations shall be issued by TEDA which will be notified on TEDA web site. No separate reply/intimation will be given for the above, elsewhere.
- iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet

iv) Enquiries/ clarifications may be sought by the Bidder through email solarpolicy@teda.in.

3.12. Right of TEDA to reject a Bid

TEDA reserves the right to reject any or all of the responses to RfP or cancel the RfP or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

SECTION-4

BID EVALUATION AND SELECTION OF PROJECTS

4. Scope of Services

The Scope of Services for this project covers matters related to the context mentioned in the MNRE guidelines and above. Firm shall provide all the services on a best effort and cost effective basis. The key aspects that are to be analyzed as shall include following:

- a. Study of site details (such as land, solar radiation, aerosols, climatic conditions, shifting sand dunes etc.) and basic design/ layout plan;
- b. Preliminary infrastructure assessment and development needs;
- c. Solar Park cost estimates and related benefits;

The scope of services include study, investigation & preparation of report of the present characteristics of land, ambient conditions and water for the requirement of Solar Parks (of indicated capacity), complete with all the infrastructure facilities. Areas of investigation and study shall include the following:

4.1. Task-I: Technical Assessment

The Firm shall:

1. Undertake site survey including contouring, soil testing, solar radiation resource assessment, direct normal insolation study and any other assessment or study necessary for analyzing the extent and requirement of design;
2. Preparation of Plot Plan/ Layout design for Solar Parks with optimum utilization of land/ infrastructure facilities; including cable trenching, area grading/ land preparation works, boundary wall/ fencing, illumination, horticulture/ green belt, landscaping, warehouses/storage sheds & Admin Buildings, telecom infrastructure, fire-fighting system, security control room, medical & ambulance facilities, mechanical & electrical workshops etc.
3. Considering the infrastructure facilities required for optimum utilization of Solar Parks, undertake construction of approach roads to solar park, if required etc.
4. Prepare a Power Evacuation Plan for Solar Parks including 400/ 220/132/ 33 KV substations & auxiliary power distribution network, metering arrangement, pooling arrangement, cabling, lightning arrestors, transformers & associated infrastructure; transmission lines for evacuation to nearest STU substation; augmentation of existing substations, if required etc.;
5. Prepare a Power evacuation scheme with preliminary SLD for the electrical system starting from plant evacuation to the Grid connectivity point. Brief description and broad parameters of all electrical equipment;

6. Build scenarios of capacity utilization factor for the proposed solar power projects in the park with various technology options (both PV crystalline & thin-film with/ without energy storage/ tracking mechanism), in the identified parcel of land etc.;
7. Indicate availability of potential for putting up solar manufacturing facilities and capacity building activities inside the park.

4.2. Task-II: Financial Assessment and Commercial Feasibility Report

The Firm shall:

1. Prepare separate block cost estimates of individual project components, structures, approach roads within the boundary of the project including drainage, water supply, etc., hard & soft landscaping and all other infrastructure services;
2. Financial assessment covering financial assumptions and inputs like development phases, forecast of costs, availability of grants etc. to provide Funds Requirement, Project Internal Rate of Return, Pay Back Period, Debit Service Coverage Ratio and other financial ratios for the Solar Parks;
3. Financial Model shall be developed in order to provide the financial projections; that shall cover the standard modules including capital expenditure, financing plan, operating costs and financial statements;
4. These models shall have Sensitivity Analysis developed to understand the impact of variations in major inputs parameters (such as cost, revenue, rate of interest etc.) on the output parameters/ project returns (such as Internal Rate of Return, Return on Investment, Return on Capital Employed, Payback period etc.).
5. Structuring of Project Revenue Model considering the business plan, land area requirement & technology options, suggestions for improving viability for successful marketing of the project etc.
6. The role of the developer and operator in design, construction, finance, disposal, maintenance, and transfer shall be clearly identified. Such suggestions may include proposal for grants, if required, with justification for improving the viability of the project along with cost and phasing of such grants;
7. Identify the sources of the funds and advise on availability of grants from any scheme/ Government of India or any other organization for the Project.

Release of eligible Central Government Financial Assistance available for the development of solar park shall be purely based on fulfilling conditions specified by MNRE. TEDA in no way shall be held responsible under any circumstances or for reasons thereon for any delay or shortfall in release of subsidy by MNRE to the SPPD through TEDA.

8. For the solar power generated from the proposed solar park, determine its landed cost for sale to the prospective buyer viz. Discom or sale to other State/Third party sale, as the case may be.

4.3. Deliverables

The company/Consortium are requested to submit a detailed report on the development of solar park incorporating all the relevant details mentioned in tasks 1 & 2 above.

4.4. Submission of Deliverables

Documents/records called for herein shall be submitted in two copies neatly bound in standard format in such a manner to meet the requirements specified in the MNRE guidelines and other requirements specified herein.

4.5. Duration of the Contract

Timelines specified in the MNRE guidelines have to be strictly adhered to.

Sl. No.	Milestone	Timelines
1	Date of issue of administrative approval	Zero Date
2	Land acquisition and Financial Closure	6 months from zero date
3	Construction of Pooling Substation, Land Development and other Common facilities as per DPR	15 months from zero date
4	Transmission line and Grid Connectivity	18 months from zero date
5	Final installment on completion	18 months from zero date

The date of signing of agreement by the selected SPPD with TEDA shall be considered as Zero date. However, based on any other condition/circumstances/requirements concerning State or Central Government directives, TEDA reserves the right to fix the Zero date, but in any case not earlier than the date of signing of agreement/MOU with TEDA.

4.6. Criteria for Evaluation

1. All Bidders shall be required to make presentations up to 20 minutes to demonstrate their credentials based on eligibility criteria as prescribed along with the following and to submit three (3) hard copies during the presentation.

2. Brief company profile, local presence, associates, major clients and projects etc.
3. Experience of rendering services as a firm preparing DPR of solar park.
4. Understanding of assignment along with methodology indicating broad scope of work
5. Work plan and roadmap of said work.
6. Proposed key personnel along with team leader and manpower commitment.
7. The time and venue for the presentation shall be intimated by TEDA to the eligible bidder/s after receiving bids on the due date and after completion of initial scrutiny.

4.6.1. Short Listing of Bidders

Bidders will be shortlisted based on their commitment to develop the Solar Park as per the MNRE guidelines and short listing will be done based on the rate (either on outright basis or on lease basis) at which bidders offer developed land to the Solar Plant Developers (Generators). The above criteria will form basis for short listing of eligible bidders to be considered for selection as Solar Power Park Developer (SPPD). Escalation, if any proposed by the successful SPPD after selection shall be with the approval of TEDA.

4.7. Confidentiality of Data and Documents

All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with TEDA. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of the State Government/TEDA.

4.8. Conflict of Interest

Neither the Firm nor any of the personnel engaged by the Firm shall engage in any personal, business or professional activity, which conflicts or could conflict with any of their obligations in relation to this project development. The Firm and the Firm's personnel shall notify TEDA immediately of any actual or potential conflict, together with recommendations as to how the conflict can be avoided or mitigated. The Firm shall observe, in competing for and executing a contract, the laws against fraud and corruption (including bribery). The Firm shall also furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution. In case of failure to comply with any of the above, the office reserves the right to terminate the contract immediately, without any financial obligations

or liabilities and may also forfeit the Bid Security/Performance Guarantee provided by the Firm.

4.9. Time Schedule:

Scheduled timelines is as under:

Sl. No.	Description	Time Line
1	Pre Bid Meeting	03.07.2017 at 03:30 P.M.
2.	Last date for submission of RfP	11.08.2017 till 03.00 P.M.
3.	Opening of application of RfP	11.08.2017 at 03.15 PM.

4.9.1 Termination of Contract:

TEDA may, by way of written notice, terminate the contract under the following conditions:

1. The Firm is unable to execute the assigned works.
2. Quality of the assigned works is not to the satisfaction of the TEDA.
3. The Firm fails to meet the prescribed timelines assigned under the prescribed time period.
4. The Firm commits any material or persistent breach of its obligations under the Contract.

4.9.2 Amendments to the RfP:

At any time prior to the deadline for submission of the proposal, TEDA may for any reason, modify the RfP, The prospective respondents having received the RfP shall be notified of the amendments through website and such amendments shall be binding upon them.

SECTION-5
FORMATS FOR BID SUBMISSION

FORMAT-5.1

Covering Letter

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

Date : _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium)

Tel.:

Fax:

E-mail address:

To

The General Manager,
Tamil Nadu Energy Development Agency,
E.V.K Sampath Maaligai, 5th floor,
No.68, College Road, (DPI Complex),
Chennai - 600 006.

Sub: Response to RfP No ----- dated ---- for “selection of Solar Power Park Developer (SPPD)” for the establishment of 500 MW solar park in Tamil Nadu”.

Dear Sir,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RfP including Qualification Requirements in particular, terms and conditions specified therein. *We confirm that in response to the aforesaid RfP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfP other than this response to RfP, directly or indirectly, in response to the aforesaid RfP..*

1. We give our unconditional acceptance to the RfP, dated [Insert date in dd/mm/yyyy], for the “selection of Solar Power Park Developer (SPPD) for the establishment of 500 MW solar park in Tamil Nadu” issued by TEDA.
2. Earnest Money Deposit (EMD): -
We have enclosed EMD of Rs. (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 5.3 A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause of this RfP.
3. We hereby declare that in the event of our selection as SPPD, we hereby undertake to remit a further sum of Rs.5 Crore in th form of DD/Bank Gurantee to TEDA towards Performance Gurantee as per tender Clause 3.3 (IV).
4. We have submitted our response to RfP strictly as per the Formats of this RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance:

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

6. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfP, in the event of our selection as Successful Bidder.

7. We are submitting our response to the RfP with formats duly signed as desired by you in the RFP for your consideration.

8. It is confirmed that our response to the RfP is consistent with all the requirements of submission as stated in the RfP, including all clarifications and amendments and subsequent communications from TEDA.

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

10. We confirm that all the terms and conditions of our Bid are valid up to____(*Insert date in dd/mm/yyyy*) for acceptance.

11. Contact Person:

Details of the representative to be contacted by TEDA are furnished as under:

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

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate.

Dated the_____day of_____,

20... Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause in RfP)

FORMAT-5.2

(Applicable only in case of Consortiums)

FORMAT FOR POWER OF ATTORNEY

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,,.....and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of.....and having its Registered/Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfP No.....

.We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfP.
- ii) To do any other act or submit any information and document related to the above response to RfP Bid.

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

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

IN WITNESS WHEREOF M/s as the Member of the Consortium have executed these presents on this..... Day ofunder the Common Seal of our company.

For and on behalf of Consortium

Member M/s.....

----- (Signature of person authorized by the board)

(Name:
Designatio
n
Place:
Date:)
Accepted

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

Attested

(Signature of the executant)

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

Place:-----
Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in RfP document.

FORMAT- 5.3 A
Format for Earnest Money Deposit

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

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfP "SELECTION OF SOLAR POWER PARK DEVELOPER (SPPD) FOR THE ESTABLISHMENT OF 500 MW SOLAR PARK IN TAMIL NADU" .in response to the RfP No. _____ dated _____ issued by Tamil Nadu Energy Development Agency (hereinafter referred to as TEDA) and TEDA considering such response to the RfP of.....[insert the name of the Bidder] as per the terms of the RFP, the _____[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to TEDA at [Insert Name of the Place from the address of TEDA] forthwith on demand in writing from TEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount, on behalf of M/s. _____[Insert name of the Bidder].

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ Only). Our Guarantee shall remain in force until _____[insert date of validity in accordance with Clause of this RfP]. TEDA shall be entitled to invoke this Guarantee till _____[insert date of validity in accordance with Clause of this RFP].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require TEDA to justify the

invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against TEDA in respect of any payment made hereunder.

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

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

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

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

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

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

Signature _____
Name _____
Power of Attorney No. _____

For
_____ [Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full
Address. Dated this _____ day of
_____, 20 _____

FORMAT- 5.3 B

Format for Performance Bank Guarantee

(Applicable only for successful bidder after selection as SPPD)

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Park Developer') selected for the establishment of 500 MW Solar Park in Tamil Nadu in response to the RfP dated..... issued by Tamil Nadu Energy Development Agency (hereinafter referred to as TEDA) and[insert the name of the selected Solar Power Park Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) as per terms of RfP and the same having been accepted by the selected SPPD As per the terms of the RfP, the___[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to TEDA at [Insert Name of the Place from the address of the TEDA] forthwith on demand in writing from TEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s__[Insert name of the selected Solar Power Developer / Project Company]

This guarantee issued towards performance security for and on behalf of the selected SPPD (Insert successful bidder name) shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs._____Only.

Our Guarantee shall remain in force until..... TEDA shall be entitled to invoke this Guarantee till

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Solar Power Developer/Project Company as applicable] and/or any other person. The Guarantor Bank shall not require TEDA to justify the invocation of this BANK GUARANTEE,

nor shall the Guarantor Bank have any recourse against TEDA in respect of any payment made hereunder

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

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

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

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

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

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

Signature_____

Name_____

Power of Attorney No._____

For
_____[Insert Name of the Bank]_

E-mail ID of the bank:
Banker's Stamp and Full
Address. Dated this____day of
_____, 20_____

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in draft.

FORMAT-5.4

Format for Board Resolutions

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

- 1. RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfP “SELECTION OF SOLAR POWER PARK DEVELOPER (SPPD) FOR THE ESTABLISHMENT OF 500 MW SOLAR PARK IN THE STATE OF TAMIL NADU” including signing and submission of all documents and providing information / response to RfP to TEDA, representing us in all matters before TEDA, and generally dealing with TEDA in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**

- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

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

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards

the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfP. **[To be passed by the Lead Member of the Bidding Consortium]**

3. NOT USED

Certified true copy

(Signature, Name and stamp of Company

Secretary) Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT- 5.5

Format for Consortium Agreement

(to be submitted separately for each Project)

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

THIS Consortium Agreement (“Agreement”) executed on this _____day of _____

Two thousand _____ between M/s [insert name of Lead

Member] _____ a Company

incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-1”)

Registered Office

at _____ (hereinafter called the “Member-2”, which

Expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfP for “SELECTION OF SOLAR POWER PARK DEVELOPER (SPPD) FOR THE ESTABLISHMENT OF 500 MW SOLAR PARK IN THE STATE OF TAMIL NADU” against RfP No. _____ Dated _____ issued by Tamil Nadu Energy Development Agency (TEDA) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ Constituted under _____

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

WHEREAS, TEDA had invited response to RfP vide its Request for Selection (RfP) dated _____

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the Project execution.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder..
11. It is hereby further agreed that in case of being selected as the Successful Bidder i.e., Solar Power Park Developer (SPPD) the Members do hereby agree that they shall furnish the Performance Guarantee in favour of TEDA in terms of the RfP.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfP.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations except with prior written consent of TEDA.
14. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of TEDA.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfP.

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

For M/s----- [Member 1] -----
 (Signature, Name & Designation of the person authorized vide Board

Resolution Dated [●]) Witnesses:

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

2) Signature -----
 -
 Name:

For M/s-----[Member 2] -----
 (Signature, Name & Designation of the person authorized vide Board Resolution
 Dated [●])

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

-

Name:

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

(Signature, Name & Designation of the person authorized vide Board

Resolution Dated [●] Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

FORMAT- 5.6

Format for Disclosure

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

Disclosure

We hereby declare and confirm that only we are participating in the RfP Selection process for the RfP No.____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfP will be rejected and if LOI has been issued, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

(Signature & Name of the person

Authorized By the board) Date

FORMAT- 5.7

FINANCIAL PROPOSAL

**Covering Letter
(On Bidder's letter head)**

[Date and Reference]

To,

The General Manager,
Tamil Nadu Energy Development Agency,
E.V.K Sampath Maaligai, 5th floor,
No.68, College Road, (DPI Complex),
Chennai - 600 006.

Sub: Response to RfP for the "SELECTION OF SOLAR POWER PARK DEVELOPER (SPPD) FOR THE DEVELOPMENT OF SOLAR PARK IN THE STATE OF TAMIL NADU".

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for the "**SELECTION OF SOLAR POWER PARK DEVELOPER (SPPD) FOR THE ESTABLISHMENT OF 500 MW SOLAR PARK IN THE STATE OF TAMIL NADU**".

Annexure- A

Check list for Bank Guarantee

Sl. No.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. /Signing Power no. on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure-B

List of Banks

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	18. HSBC Bank Oman S.A.O.G
1. State Bank of India	19. Sonali Bank Ltd.
2. State Bank of Bikaner & Jaipur	20. J. P. Morgan Chase Bank, National Association
3. State Bank of Hyderabad	21. State Bank of Mauritius Ltd.
4. State Bank of Indore	22. BANK of CEYLON
5. State Bank of Mysore	23. BANK INTERNASIONAL INDONESIA
6. State Bank of Patiala	24. A B BANK
7. State Bank of Travancore	25. SHINHAN BANK
NATIONALIZED BANKS	26. CTBC BANK Co. Ltd.
1. Allahabad Bank	27. MIZUHO BANK, Ltd.
2. Andhra Bank	28. Krung Thai Bank Public Company Ltd.
3. Bank of India	29. Antwerp Diamond Bank N.V
4. Bank of Maharashtra	30. Australia And New Zealand Banking Group Limited
5. Canara Bank	31. Sumitomo Mitsui Banking Corporation
6. Central Bank of India	32. American Express Banking Corporation
7. Corporation Bank	33. Commonwealth Bank of Australia
8. Dena Bank	34. Credit Suisse A.G
9. Indian Bank	35. FirstRand Bank Ltd.
10. Indian Overseas Bank	36. Industrial And Commercial Bank of China Ltd.

11. Oriental Bank of Commerce	37. JSC VTB Bank
12. Punjab National Bank	38. National Australia Bank
13. Punjab & Sind Bank	39. Rabobank International
14. Syndicate Bank	40. Sberbank
15. Union Bank of India	41. USB AG
16. United Bank of India	42. United Overseas Bank Ltd.
17. UCO Bank	43. Westpac Banking Corporation
18. Vijaya Bank	44. Woori Bank
19. Bank of Baroda	45. Doha Bank Qsc
20. Bhartiya Mahila Bank	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. Societe Generale	12. Dhanlaxmi Bank. Ltd

10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	16. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	17. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	18. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	19. DCB Bank Ltd
	20. IDFC Bank