

**REQUEST FOR SELECTION (RfS) DOCUMENT  
FOR  
SETTING UP OF 2.0 MW GRID CONNECTED  
SOLAR PV PROJECT  
AT  
HINDUSTAN AERONAUTICS LIMITED,  
AVIONICS DIVISION, HYDERABAD.**

**RfS No.** HAL/HD/MT/MT/19-20/6

**Dated:**07/11/2019

**ISSUED BY**

**HINDUSTAN AERONAUTICS LIMITED.  
AVIONICS DIVISION-HYDERABAD**

**Tel No. 040-23878039 , Fax: 040- 23878087  
Email : maint.hyd@hal-india.com**

# INDEX

<b>Section</b>	<b>Contents</b>	<b>Page No.</b>
<i>Section-1</i>	Introduction, Background & Project details	6
<i>Section-2</i>	Definitions	9
<i>Section-3</i>	Instructions to Bidders	16
<i>Section-4</i>	Qualifying Criteria	36
<i>Section-5</i>	Evaluation Criteria	42
<i>Section-6</i>	Forms for submission of Bid	47

DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **fifteen (15) days from the date of notification of RfS/ Issue of the RfS document**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. HAL reserves the right to modify, amend or supplement this RfS document including Power Purchase Agreement (PPA).
3. While this RfS has been prepared in good faith, neither HAL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: Hyderabad

Date: 07.11.2019

## Bid Information Sheet

<b>Document Description</b>	Request for Selection of Solar Project Developer for Setting up of Grid Connected Solar PV Project of 2.0MW capacity at Hindustan Aeronautics Limited, Balanagar, Hyderabad
<b>RfS No.&amp; Date</b>	HAL/HD/MT/MT/19-20/6 dt: 07/11/2019
<b>Broad Scope</b>	Setting up of Solar PV Project including Power Evacuation network up to the designated point in HAL / nearest Substation available at HAL Campus and selling the Solar Power to HAL.
<b>Pre-bid Conference / Site Visit</b>	<b>On 22.11.2019 at 1000 hrs</b> Hindustan Aeronautics Limited, Balanagar, Hyderabad .
<b>Last date &amp; Time for</b> a) Online Submission of Response to RfS and b) All documents as per Clause 3.23a of Section-3 physically at HAL, Plant maintenance office, Hyderabad.	<b>9.12.2019 upto 14:00 hrs</b>
<b>Bid Opening (Techno-Commercial)</b>	9.12.2019 at 1401 hrs (in the office of HAL)
<b>Cost of RfS Document (non-refundable)</b>	Rs. <u>5600/-</u> including GST (to be submitted in the form of DD, along with the response to RfS in favour of " HAL, Hyderabad"
<b>EMD</b>	Rs. <u>20 Lakh</u> to be submitted in the form of DD along with the Response to RfS.
<b>Type of Tender and bidding system</b>	e-Tender and 2 bid system
<b>PBG</b>	Applicable
<b>E Reverse Auction</b>	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through mail.

---

**Name Designation, Address and other details (For any clarification, submission of EMD / cost of tender etc and other response to RFS)**

**Chief Manager (Maint)  
PLANT MAINTENANCE DEPT  
AVIONICS DIVISION  
HINDUSTAN AERONAUTICS LIMITED  
BALANAGAR, HYDERABAD  
FAX: 040-23878187  
Tele:040-23878039  
Email – maint.hyd@hal-india.co.in**

**Details of persons to be contacted in case of any assistance required from HAL**

1) J S R Krishna, Ch. Mgr (Maint)  
Ph: 040 2377 8288

2) Navathe Raju, Sr. Mgr (Maint)  
Ph: 040 23878281, Etn: 4452

3) D ASHA LAKSHMI, Mgr (Maint)  
Ph: 040 2387 8281 Extn: 4479/4465

4) AMIT PATEL, Dy.Mgr(Maint)  
Ph 04023878281 Ext: 4472/4462

---

**Important Note: Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites <https://eproc.hal-india.com>. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.hal-india.com](http://www.hal-india.com) and the details only will be available from <https://eproc.hal-india.com>.**

# **Section 1**

## **INTRODUCTION, BACKGROUND & SCHEME DETAILS**

## Section 1

### Introduction, Background & Scheme Details

#### 1.1. INTRODUCTION

- 1.1.1. Hindustan Aeronautics Limited (hereinafter called “HAL”) is a Public Sector undertaking company under the Ministry of Defence.
- 1.1.2. As part of the Government of India’s initiatives for promotion of solar energy in the country, a scheme for setting up of over 300 MW of Grid-connected & Off-Grid Solar PV Power Projects by Defence Establishments under Jawaharlal Nehru National Solar Mission (JNNSM) has been launched by MNRE. The scheme aims to promote ecologically sustainable growth and to utilize available land/rooftop of Defence sector/para military forces for achieving energy security by installing of solar power plants as also to use the domestically manufactured equipment in order to boost indigenous production of solar cells and modules. However, as per amendment no 30/69/2013-14/NSM dated 17<sup>th</sup> Feb, 2017 in the scheme, projects under developer mode will be free to procure solar cells/modules under open category (indigenous or imported).
- 1.1.3. HAL wishes to invite proposals for setting up the grid connected Solar PV Project on “Build Own Operate” basis. HAL shall enter into Power Purchase Agreement (**PPA**) with the selected bidder for purchase of solar power for a period of 25 years as per the terms, conditions and provisions of the RfS.

#### 1.2. BACKGROUND

- 1.2.1. As part of its initiatives under Defence Scheme, HAL, Hyderabad has proposed to setup a **2 MW** solar PV Project. This Project comes under the scheme for setting up over **300 MW** of grid connected and off grid solar PV Power Projects by Defence Establishments under Ministry of Defence and Para Military Forces under Ministry of Home Affairs (MHA) under JNNSM.

### **1.3. Project Details**

- 1.3.1 The Solar PV project is proposed to be located at HAL Balanagar, Hyderabad.  
The location earmarked for the Solar PV power plant is uploaded in the e-procurement portal. (This drawing can be viewed only after logging in to the e-procurement website).
- 1.3.2 The scope of work for setting up 2 MW Solar PV power plant under Developer model shall include but not limited to the following:
- i. Develop, construct, synchronize, commission, operate and maintain the 2 MW Solar PV power plant and selling the power to HAL for period of 25 years in accordance with the terms of the PPA.
  - ii. The Solar Power Developer (SPD) shall construct a boundary with 8 feet high fence all around the Solar PV power plant with suitable gate for access. The SPD shall also provide sufficient CCTV cameras in consultation with HAL to monitor the movement of personnel including integrating with the existing network of CCTV cameras.
  - iii. The SPD shall be responsible for all associated works such as clearing of vegetation, levelling, civil works etc.

### **1.4 SELECTION OF TECHNOLOGY & ELIGIBLE PROJECT UNDER THIS SCHEME**

- 1.4.1 The Project under developer mode will be free to procure solar cells/modules under open category (indigenous or imported).

### **1.5 MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME**

This RfS document has been prepared based on the guidelines issued by MNRE vide OM No. 30/69/2013-14/NSM(Pt.) dated 7<sup>th</sup> January 2015 which is uploaded on the web site of MNRE, [www.mnre.gov.in](http://www.mnre.gov.in). These guidelines and their elaborations / clarifications form the basis for selection of Projects for Defence Establishments under Phase-II/III of JNNSM during 2014-15 and onwards. In case of any difference in interpretation between this RfS 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/SPD and HAL.



# **Section 2**

# **DEFINITIONS**

## Section 2

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

**"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;

**"APPROPRIATE COMMISSION"** shall mean as defined in the PPA

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

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

**"Capacity Utilization Factor (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; For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ ;

**"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;

**“Contracted capacity”** shall mean the AC capacity in MW contracted with HAL for supply by the SPD to HAL at the Delivery Point from the Solar Power Project;

**“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 3.18, Section-III, Instructions to Bidders (ITB) of RfS Documents;

**“Contract Year”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

**“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;

**“Day”** shall mean calendar day;

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

**“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013

**“Financial Closure or Project Financing Arrangements”** means arrangement of necessary funds equivalent to the total estimated project cost, by the Solar Project 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 developing the Project;

**“Inter-connection point / Delivery / Metering Point”** shall mean the point at the grid substation designated by HAL, where the power from the solar power Project is injected (including the dedicated transmission line connecting the solar power project with the interconnection point). Metering shall be done at this interconnection point where the power is injected, i.e. the Delivery Point. For interconnection with grid and metering, the SPD shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

**“Joint Control” shall** mean a situation where control is equally distributed among the interested parties;

**“Letter of Intent” or “LOI”** shall mean the letter issued by Hindustan Aeronautics Limited (HAL) 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;

**“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 51% equity either directly or indirectly in the Project Company or a Member of Consortium developing the Project;

**“PPA”** shall mean the Power Purchase Agreement signed between the successful SPD and HAL according to the terms and conditions of the standard PPA enclosed with this RfS;

**“Power Project” or “Project”** shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Metering 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 HAL;

**“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 PPA;

**“Project Developer” or “Developer” or “Solar Project Developer (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by HAL (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of project and signing of PPA.

**“RfS document”** shall mean the bidding document issued by HAL including all attachments, clarifications and amendments thereof vide RfS no. HAL/HD/MT/MT/19-20/6 dated 07/11/2019;

**“HAL”** shall mean Hindustan Aeronautics Limited;

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

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

**“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;

**“TOE”** shall mean Tender Opening Event;

**“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**

**INSTRUCTIONS TO  
BIDDERS (ITB)**

## Section 3

### INSTRUCTIONS TO BIDDERS

#### Overview of RfS

Solar Power Developers (hereinafter referred to as SPD) selected by M/s HAL, Hyderabad based on this RfS, shall set up 02 MW Solar PV Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA formats shall be downloaded from M/s HAL portal <https://eproc.hal-india.com>.

M/s HAL, Hyderabad shall enter into PPA for the project with successful SPD for a period of 25 years from the date as per the provisions of PPA. The tariff payable to the Project Developer is fixed for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess applicable as on the last date of bid submission.

It is clarified here that "Change in Law" means the occurrence of any of the following events after the last date of Bid submission resulting into any additional recurring/ non-recurring expenditure by SPD or any income to SPD:

The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;

- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Buying Entity;
- any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction of any new tax, duties and cess made applicable for setting up of Solar Power Project and supply of power from the Project by the SPD and has direct effect on the Project. However, Change in Law shall not include
  - (i) any change in taxes on corporate income or
  - (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the SPD (if applicable), or
  - (iii) any change on account of regulatory measures by the Appropriate Commission

In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

In the event of any decrease in the recurring/ nonrecurring expenditure by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall file an application to the appropriate commission no later than sixty (60) days from the



occurrence of such event, for seeking approval of Change in Law. In the event of the SPD failing to comply with the above requirement, in case of any gain to the SPD, HAL, Hyderabad shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPD.

### **Relief for Change in Law**

The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.

The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

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 M/s HAL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. M/s HAL does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

Bidders shall submit their bid by offering a single tariff for all the Projects applied for, which shall be applicable for all the 25 years.

If the Project is transferred or sold to a third party during its tenure, M/s HAL 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.

### **3.1 Obtaining RfS Document**

- a) The RfS document can be downloaded free of cost from the website of HAL (Hindustan Aeronautics Limited) <https://eproc.hal-india.com>. Bidders shall have to submit the cost of RfS document as mentioned in the Bid Information Sheet along with the bids.

**Note: - Interested bidders have to download the RfS & other documents after login into the HAL website <https://eproc.hal-india.com> by using the Login ID & Password provided during registration (Refer Annexure – E). The bidder shall be eligible to submit/ upload the bid document only after registration and logging into the HAL portal.**

- b) The bids submitted without cost of the RfS document and EMD, shall not be considered for the bidding and such bids shall not be opened by HAL.

### **3.2 Bid Submission date and Bid Opening date**

The bidding methodology adopted for this Project shall be Single stage Two bid system i.e. the Bidders shall upload their Project proposals (Both Techno-Commercial and Financial Bids within due date and time) in line with this RfS

document. The last date for submission of bids is indicated in the Bid Information Sheet. No bids shall be accepted after the date and time mentioned above.

Techno-Commercial bids shall be opened as per the schedule indicated on the Bid Information Sheet. Date of opening of financial bids shall be notified on HAL's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

### **3.3 Project Scope and Technology selection**

The SPD shall set up a Solar PV Power Project of 2 MW capacity including setting up of the evacuation network up to the HAL Substation. The geographical co-ordinates of HAL, Hyderabad are 17.4765<sup>0</sup> N and 78.4548 E. The coordinates of the designated land area are 17.4765<sup>0</sup> N and 78.4548<sup>0</sup>

The land identified for the project shall be made available to the SPD by HAL, given under "Right-to-Use based on free of cost" to the SPD. The SPD shall set up a Solar PV Power Project of 2 MW capacity including setting up of the evacuation network up to the nearest substation/electrical network owned by HAL, on Built Own Operate & Transfer (BOOT) basis, at its own cost. The scope of SPD also includes setting up of power evacuation system including step up transformer, overhead lines/UG cables etc. and connecting to HAL grid. The SPD shall also provide metering arrangement at the Delivery point. SPD shall construct suitable accommodation for maintaining the inverter and SCADA room.

HAL shall facilitate the necessary permits and clearances required for construction and operation of the Solar Projects. The land for the Project shall be made available to the Project developer on 'as-is where-is basis', by HAL through "Right-to-Use based on free of cost".

All permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPD. However, HAL will facilitate for getting the Connectivity Letter from concerned authorities to the SPD.

### **3.4 Not Used.**

### **3.5 Capacity of the Project**

Solar power Project shall be of 2 MW AC capacity at delivery point i.e. at the interconnection point of 33kV system at HAL Substation, HYD. The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure enclosed in Annexure-B. It may be noted that the bidders are required to bid for the entire capacity of 2 MW of the Project and part-capacity allocation is not envisaged in this RfS.

### **3.6 Selection of successful Bidder**

The bidding shall be conducted through an 'e-bidding' followed by e-reverse auctioning process and the interested bidders shall be required to register themselves on a web-based portal <https://eproc.hal-india.com> of HAL for the process. After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the cost of RfS document and EMD shall be evaluated by HAL

based on Qualifying Criteria stipulated in section 4. The evaluation of bids and methodology of allocation of Project is as described in Section 5.

**It may be noted that HAL reserves the sole discretion to conduct/not conduct e-reverse auction**

3.7 Void

3.8 Void

3.9 Void

--	--	--

### **3.10 Connectivity with the Grid**

- i) The plant should be designed for interconnection with the 33kV system at HAL Substation, HYD. Tentative layout of the proposed connectivity plan uploaded in the e-procurement site.(Annexure- G)
- ii) The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD.
- iii) The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by STU or Discom or any other transmission agency. The entire cost of transmission including cost of construction of line, wheeling charges if any and losses etc. from the Project upto the Delivery Point will be borne by the SPD and will not be met or reimbursed by HAL.
- iv) The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting such as UI charges etc. shall be on the account of SPD.
- v) Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.
- vi) Metering arrangement of project shall have to be adhered to in line with relevant clause of PPA.

### **3.11 Void**

### **3.12 Power Generation by Solar Project Developer**

#### **(i) Criteria for generation**

The SPD will declare the annual CUF of the Project at the time of submission of response to RfS, which shall be allowed to be modified at the time of signing of PPA. Thereafter, the CUF for the Projects shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 15%. SPD shall maintain generation so as to achieve annual CUF of minimum 15% value till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by HAL to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next

#### **(ii) Shortfall in generation**

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the SPD, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation as payable to HAL and shall duly pay such compensation to HAL. The amount of compensation shall be equal to the difference in per unit rate payable by HAL to Discom and the PPA tariff. The determination of compensation shall as per terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. However, this compensation shall not be applicable in the events of Force Majeure identified under the PPA with HAL HYD, affecting supply of solar power by SPD.

**(iii) Excess generation**

Any excess generation should be sold directly to HAL and HAL reserves the right to sell the surplus power to the Discoms at its end.

While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption, in case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity.

**3.13 Clearances required from the State Government and other local bodies**

The Solar Project Developer is required to obtain necessary clearances and permits as required for setting up the Solar PV Power Projects. However, HAL will facilitate for getting the feasibility/connectivity Letter from STU/DISCOM to the SPD before signing of PPA

**3.14 Earnest Money Deposit (EMD) and Performance Bank Guarantees (em)**

- i) **Earnest Money Deposit (EMD) of Rs. 20 Lakh** in the form of DD and valid for 06 months from the Techno commercial bid opening date, shall be submitted by the Bidders along with their bid, failing which the bid shall be summarily rejected.
- ii) **Performance Bank Guarantee (PBG):** Bidder selected based on this RfS shall submit Performance Guarantee for a value of Rs. 60 lakhs before signing of PPA or 21 days from the date of issue of letter of Intent(LOI) whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B with a validity period of 24 months from the date of signing of PPA.

**The Performance Bank Guarantee shall be submitted in two parts: 1<sup>st</sup> part for an amount of Rs. 12 Lakh and 2<sup>nd</sup> part for an amount of Rs. 48 lakhs.** On submission and successful verification of Performance Bank Guarantee, the DD submitted towards EMD shall be returned by HAL to the successful Bidder.

- iii) void
- iv) The Bidder shall furnish the DD against EMD from any of the nationalized / scheduled banks listed at Annexure-D of the RfS document. The SPD shall furnish the PBG from any of the Banks listed at Schedule-2 of the PPA, to HAL.
- v) The format of the PBG 6.3 B shall be in the form as given and any deviation from the above Formats may result in rejection of the PBG and consequently, the bid/Project.
- vi) The SPD selected based on this RfS is required to sign PPA with HAL within 30 days after the issue LOI. In case, HAL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.15 of Section- 3 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the DD submitted towards EMD shall be forfeited 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.
- 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. The Bank Guarantees have to be in the name of the Bidding Company/ Lead Member of the Bidding Consortium.
- viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-C has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- x) After the bidding process is over, HAL shall release the DD of the unsuccessful Bidders within 15 days after e-Reverse auction. The PBG of SPD shall be returned to the SPD within 15 days after successful commissioning of the project as per terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.18 of Section 3.

- xi) **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ Udyog Aadhar Only are exempted from cost of Tender document and EMD. In order to avail such exemption, bidder shall submit a copy of the MSME registered document.**

### 3.14 (a) **FORFEITURE OF EMD**

The DD towards EMD shall be encashed by HAL 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 bid;
- ii. In case, HAL offers to execute the PPA between the Selected Bidder and HAL, if the Selected Bidder does not submit the requisite documents as per Clause No. 3.19 of, Section-3, Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;
- iii. If after issuance of Lol, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way.

### 3.15 **Power Purchase Agreement**

- i) HAL shall enter into Power purchase agreement (PPA) with the Bidder selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between HAL and the selected SPD shall be uploaded on the website <https://eproc.hal-india.com>. The PPA shall be signed within **30 days** of the date of issue of Letter of Intent (Lol). The PPA shall be valid for a period of 25 years from the date of signing as per the provisions of PPA.
- ii) The Performance Bank Guarantee as per Clause 3.14 of Section-3 above, shall be submitted by the SPD prior to signing of PPA of the project. Before signing of PPA with the selected Bidder for the project. HAL-Hyderabad will verify the documents furnished by the Bidder at the time of submission of response to RfS 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 RfS Qualification Requirement and financial requirements mentioned at Section-4 of the RfS. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.
- iii) Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Project Developer and HAL. Successful bidders will have to submit the required documents to HAL-Hyderabad within 21 days from the issue of Lol. In case of delay in submission of documents beyond the 21 days as mentioned above, HAL-Hyderabad shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
- iv) Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LOI for the projects. In

extraordinary cases of unavoidable delays on the part of HAL-Hyderabad in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

- v) In case of termination of agreement (premature or after completion of 25 years), the SPD will remove the assets from allocated land within 90 days, failing which, the infrastructure will be the property of HAL-Hyderabad.

### **3.16 Void.**

### **3.17 Financial Closure or Project Financing Arrangements**

3.17.1 The Project shall achieve Financial Closure within 03 (Three) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 01.01.2020, then scheduled Financial Closure date shall be 01.04.2020). At this stage, the SPD shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit a certificate from all financing agencies regarding the 100% tie-up of total cost indicated for the Project.

3.17.2 In case of delay in achieving above condition as may be applicable, HAL-Hyderabad shall encash Performance Bank Guarantees, unless the delay is on account of delay from HAL-Hyderabad, or due to Force Majeure as per PPA. An extension maximum of One Month from scheduled Financial Closure date can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1000/- per day per MW+18% GST. This extension will not have an impact on the Scheduled Commissioning Date of the Projects. Subsequent to the completion of deadline for achieving financial closure, HAL-Hyderabad shall issue notices to the SPD of not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the SPD to either furnish the necessary documents or make the above mentioned payment of INR 1,000/ MW/ day+18% GST. 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, HAL shall encash the PBG of the SPD and terminate the PPA. The amount of INR 1000/ MW/ day+18% GST shall be paid by the SPD 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 SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by HAL-Hyderabad.

3.17.3 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 +18% GST on pro-rata basis. Any extension charges paid so, shall be returned to the SPD 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.

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



### **3.18 Commissioning**

The Commissioning of the Project shall be carried out by the SPD selected based on this RfS, in line with the Procedure elaborated in draft PPA document Commissioning Procedure at **Annexure-B-1** and Commissioning certificate shall be issued by HAL after successful commissioning.

#### **3.18.a PART COMMISSIONING**

There shall be no Part Commissioning allowed for the Project.

#### **3.18.b Commissioning Schedule and Liquidated Damage for Delay in Commissioning**

The project shall be commissioned within 6 months from the effective date of PPA. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve any of the milestones, provisions of PPA as mentioned below shall apply: - HAL shall encash the Performance Bank Guarantee in the following manner:-

- a. Delay in commissioning beyond the scheduled commissioning date upto one month – part of the PBG amounting to Rs. 12.00 Lakh shall be encashed, proportionally calculated on per-day basis.
- b. Delay of more than one month and up to three months: HAL will encash the remaining PBG (Rs. 48.00 Lakh), proportionally calculated on per day basis for delay upto another two months.
- c. In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 9 months from effective date of PPA, HAL reserves the right to terminate the PPA and cancel the Project.
- d. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

#### **3.18.c EARLY COMMISSIONING**

The SPD shall be permitted for full commissioning of the Project even prior to the Scheduled Commissioning Date (SCD). In case the entire capacity is commissioned prior to the Scheduled Commissioning Date, HAL-Hyderabad may purchase the generation at PPA Tariff. However, early commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of Hal-Hyderabad.

#### **3.18 d COMMERCIAL OPERATION DATE (COD)**

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full

capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA.

### **3.19 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER**

**3.19.1** The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of Lol, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with HAL-Hyderabad.

**3.19.2** 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:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares

**3.19.3** In case of SPVs: 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% at any time prior to 01 (One) year from the COD, except with the prior approval of HAL-Hyderabad. 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 01 (One) year from COD, except with the prior approval of HAL-Hyderabad. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

**3.19.4** In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (One) year from the COD, except with the prior approval of HAL-Hyderabad. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

**3.19.5** In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under 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 COD.

**3.19.6** Any change in the shareholding after the expiry of 01 year from COD can be undertaken under intimation to HAL-Hyderabad. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of HAL-Hyderabad, subject to the condition that, the management control remains within the same group of companies.

**3.19.7** 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 MW +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to HAL-Hyderabad.

### 3.20 Structuring of the Bid selection process

The bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Single stage, two bidding followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.23. Detailed instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure –E.

Online submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 6.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium in original as per **Format 6.2**.  
In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
3. Earnest Money Deposit (EMD) in the form of DD.
4. Format for Financial Requirements as per **Format 6.3 A** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
5. Performance Bank Guarantee (to be submitted by the successful bidder at the time of signing of PPA) in the form as per **Format 6.3 B**.
6. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project, to sign the PPA with HAL and 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.

- 7 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.
- 8 Declaration by the Bidding Company for the Proposed Technology break-up as per **Format 6.6**.
- 9 Disclosure as per **Format 6.7**.
- 10 Covering letter as per **Format 6.8 (A)**.
- 11 Format for Technical Criteria as per **Format 6.9** in line with Clause No. 3.17, Section-III, Instructions to Bidders (ITB) of RfS
- 12 Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- 13 No Deviation Certificate as per mentioned in **Format – 6.10**
- 14 Preliminary estimate of Cost of the solar PV Project as per **Annexure-A**.
- 15 Attachments
  - a. Memorandum of Association, Article of Association and Certificate of Incorporation of the Bidding Company/all member Companies of the Bidding Consortium 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 plant 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 signing of PPA, if the bidder is selected as Successful bidder.
    - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
  - b. Copy of the RfS document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
  - c. A certificate of shareholding of the bidding company duly certified by a practicing Chartered Accountant/ Company Secretary as on the bid submission date.
  - d. Documents containing information about the Promoters and their shareholding in the Company to HAL indicating the controlling shareholding as on 7 days prior to last date of bid submission, at the stage of submission of response to RfS to HAL as per **Clause 3.19 of Section-3** The bidder shall be required to submit a certificate indicating shareholding patterns of its Parent Company and Ultimate Parent Companies too (if any), as on the date 7 days prior to the last date of bid submission, duly certified by a practicing Chartered Accountant/ Company Secretary.

- e. Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-19, In case of a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account as on 7 days prior to bid submission, Schedules and cash flow statement supported with bank statement.

### **3.21 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 schedules of RfS. The documents submitted along with the bid may be verified before signing of PPA in terms of Clause 3.15.
- c. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, HAL reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the DD/Bank Guarantee provided upto that stage shall be forfeited/encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- d. If the event specified at **Clause 3.21(c) of Section-3** is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the HAL and the HAL shall have no obligation to return the same to the Bidder. However, the EMD submitted by unsuccessful Bidders shall be returned as specified in **Clause 3.14 of Section-3**.
- f. All documents of the response to RfS submitted online must be digitally signed by the person authorized by the Board as per **Format 6.2**.
- g. The response to RfS shall be submitted as mentioned in **Clause 3.20 of Section-3**. 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. HAL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- h. The bidder shall make sure that the correct, valid Bid-part is submitted to HAL on or before the commencement of the Online Tender Opening.
- i. All the information should be submitted in English language only.
- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k. Responses to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by HAL.
- l. Response to RfS not submitted in the specified formats will be liable for rejection by HAL.
- m. Bidders delaying in submission of additional information or clarifications sought shall be liable for rejection.
- n. 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 HAL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- o. Only Hyderabad Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

### 3.22 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to HAL shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS. Any of the following conditions shall cause the Bid to be "Non-responsive":

- a. Non submission of Cost of tender documents of RfS and EMD in acceptable form along with RfS document.
- b. Response to RfS not received by the due date and time of bid submission;
- c. Non submission of the original documents mentioned at **clause 3.23 (A) of Section-3** by due date and time of bid submission;
- d. Any indication of tariff in any part of response to the RfS, other than in the financial bid (*Electronic Form*).
- e. Data filled in the Electronic form of financial bid not in line with the instructions mentioned in the same electronic form.
- 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 RfS, then all these bids submitted shall be treated as non-responsive and rejected.

### 3.23 Method of Submission of Response to RfS by the bidder

**A.** The bidder has to submit the following document in offline in an envelope as mentioned below before due date of tender.

**Cost of tender document (Non-Refundable):** The cost of Tender is Rs 5600/- which is to be submitted in the form of DD drawn in favor of "M/s. HAL, Hyderabad" payable at Hyderabad to be submitted to the address mentioned below so as to reach by post / courier/ by hand latest by 1400 Hrs of the "due date of online submission of tenders". However the details of DD No. date etc., to be provided in the prequalification profile along with scanned image of the same to be uploaded.

**Earnest Money Deposit:** Earnest Money Deposit of Rs 20,00,000/- should be furnished in the form of Demand Draft drawn in favor of "M/s. HAL, Hyderabad" payable at Hyderabad, from a Nationalized Bank / Scheduled Bank. Deposit through any other form will not be accepted. EMD deposited by the tenderer shall not bear any interest to the contractor. The scanned image of earnest money deposit to be uploaded online along with the tenders and the original one to be submitted to the address mentioned below so as to reach by post / courier / by hand latest by 1400 Hrs of the "due date of online submission of tenders". However the details of DD no date etc. to be provided in the prequalification profile.

The cost of tender document and EMD to reach the following address by post / courier / by hand up to 1400 Hrs on the "due date of online submission of tenders" as mentioned in the tender notice failing which tender will not be considered/opened and any postal delay or any other reasons what so ever will not be considered. The EMD will be refunded to the un-successful tenderers, unless the same is forfeited for any breach on

the part of bidder. If the cost of tender document and EMD paid is less than the prescribed amount, the tender will be rejected.

**Agencies who are registered with MSME / NSIC/Udyog Aadhaar having proper validity are exempted from cost of tender documents and EMD.**

However Agency shall submit the MSME / NSIC/Udyog Aadhaar certificate to the address mentioned below so as to reach by post / courier / by hand before 1400 Hrs of the “due date of online submission of tenders” and same shall be uploaded in e-portal, failing which due to any postal delay or any other reasons what so ever, bid will not be considered/opened.

The envelope shall contain the following sticker:

<b>Response to RfS for Setting Up Of 2 MW Grid Connected Solar Pv Project at HAL, Hyderabad</b>	
<i>RfS Reference No.</i>	HAL/HD/MT/MT/19-20/6
<i>Submitted by</i>	(Enter Full name and address of the Bidder)
<i>Authorized Signatory</i>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<i>Bid Submitted to</i>	Chief Manager (Maint) Plant Maintenance Department Hindustan Aeronautics Limited Avionics Division Balanagar, Hyderabad- 500042 Ph: 040-23878039

## **B. Documents to be submitted Online**

1. Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure E and Annexure-F. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

In case the bidder submits the documents offline as required in **Clause 3.23A of Section-3** and fails to submit the online bid, then Cost of RfS document submitted shall be forfeited and the EMD(s) shall be returned to the person at the address mentioned in the Covering Letter.

All documents in response to RfS submitted online must be digitally signed on [www.eproc.hal-india.com](http://www.eproc.hal-india.com) which should contain the following:

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

The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- i. Formats- 6.1, 6.2 , 6.3,6.3A, 6.4,6.5, 6.6, 6.7,6.8,6.9, Annexure-A as elaborated in Clause 3.20;



- ii. All the attachments elaborated in **Clause 3.20 of Section-3**, under the sub-clause 12, Attachments with proper names.
- iii. All documents (RfS, PPA) digitally signed by the person authorized by the board as per Format 6.4, on behalf of the Bidder.
- iv. All supporting documents regarding meeting the eligibility criteria.

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

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i) Covering letter as per Format-6.8 (A) of this RfS document;
- ii) PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT as per Annexure A.

**The discounted tariff bid shall have to be filled online in the Electronic Form provided at the HAL portal.**

**Important Note:**

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) Enclosed documents shall be indexed with the index list at the first page of the scanned document.
- (iii) Envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
- (iv) In case the Bidder submits the online documents on eproc portal within the bid submission deadlines and fails to submit the offline documents in the office of HAL- Hyderabad within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the eproc HAL portal. Similarly, bids submitted offline but without any online submission on eproc HAL portal shall not be opened and the EMD shall be returned to the respective bidder.

### 3.24 Notice board for display:

Before declaration of the COD, the selected SPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

**2 MW Grid Connected Solar PV Project**

**for supply of power to HAL Factory, Hyderabad**

**Owned and operated by**

----- (insert name of the SPD)

**LOCATION:**

HAL TOWNSHIP, BALANAGAR  
HYDERABAD-500042

### 3.25 Validity of the Response to RfS

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

### 3.26 Bid Preparation cost

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

### 3.27 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

3.27.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through eproc HAL portal.

3.27.2 HAL-Hyderabad 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 HAL-Hyderabad response will be uploaded in the website <https://eproc.hal-india.com>. If necessary, amendments, clarifications, elaborations shall be issued by HAL-Hyderabad which will be notified on HAL/eproc HAL web site. No separate reply/ intimation will be given for the above, elsewhere.

3.27.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet

Enquiries/ Clarifications may be sought by the Bidder from:

<b>Name of the Authorized Person of HAL:</b>	<b>Contact Details:</b>
J SIVA RAMA KRISHNA	040 2377 8288, <a href="mailto:maint@hal-india.co.in">maint@hal-india.co.in</a>
ASHA LAXMI	040 2387 8281 extn 4479/4450, <a href="mailto:maint@hal-india.co.in">maint@hal-india.co.in</a>
AMIT PATEL	040 2387 8281 extn 4472, <a href="mailto:maint@hal-india.co.in">maint@hal-india.co.in</a>

### **3.28 Right of HAL to reject a Bid**

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

# **SECTION - 4**

# **QUALIFYING REQUIREMENTS FOR BIDDERS**

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

#### **A. GENERAL ELIGIBILITY CRITERIA**

**A.1** Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable.

**A.2** Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 6.5).

**A.3** In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 76% shareholding in the SPV, before signing of PPA.

In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.

**A.4** Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with HAL-Hyderabad, EMD of such Bidders shall be forfeited.

**Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.**

**A.5** Limited Liability Partnership (LLPs) are not eligible for participation.

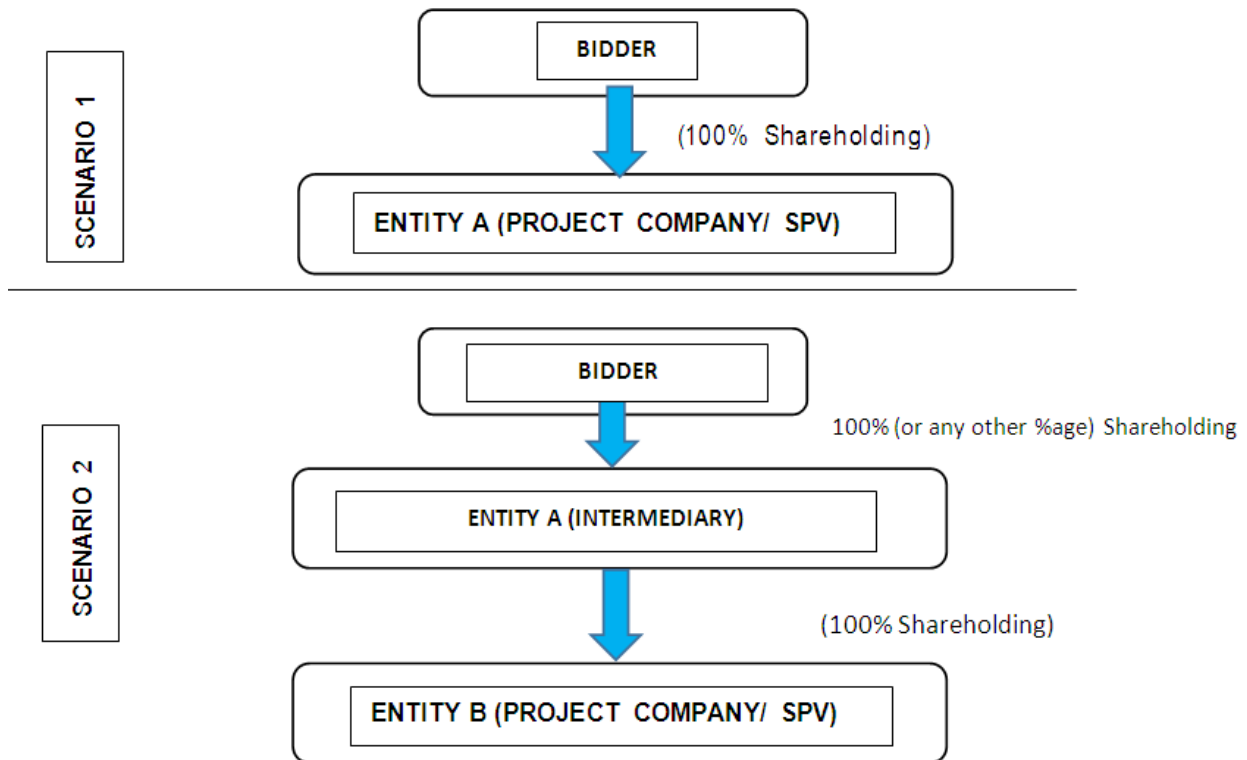
**A.6** A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.

**A.7** Any consortium, if selected as Successful Bidder for the purpose of supply of power to HAL-Hyderabad, shall incorporate a Project company with equity participation by the Members in line with consortium agreement before signing

of PPA with HAL-Hyderabad, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA 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 RfS 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 HAL-Hyderabad, subject to the condition that, the management control remains within the same group of companies.

**A.8** 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.

**A.9** For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate 100% subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same



**As per the RfS conditions, only Scenario 1 is permissible in case of projects being implemented by SPVs**

**B. TECHNICAL ELIGIBILITY CRITERIA**

**B.1** Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 6.6. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

**B.2** The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of **Clause No. 3.17 Section-3** under the sub title “Financial Closure” in Section-III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 6.9.

**B.3** Detailed technical parameters for Solar PV Projects to be met by SPD are at Annexure-B. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, 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.

**B.4** The Projects shall also comply with the criteria for power generation detailed in **Clause No. 3.12 in Section-3**, Instructions to Bidders (ITB) of RfS.

## **C. FINANCIAL ELIGIBILITY CRITERIA**

### **C.1 NET-WORTH**

**a.** The Net Worth of the Bidder should be equal to or greater than **INR 1.07 Crores per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19 or on the date .

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

**c.** Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

### **C.2 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 **INR 50 Lakhs/ MW** of the quoted capacity during the previous financial year, i.e. FY 2018-19. 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 **INR 10 Lakhs/ MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2018-19.
- c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 12.5 Lakhs/ MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

**C.3** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 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 respective Affiliate(s), 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. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

**C.4** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

**C.5** A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2018-19 , along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

**Note:** 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.



**C.6** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

**C.7** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.

**C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Turnover requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 1MW, then, total Net-Worth to be met by the Consortium is Rs. 1.07 Crores x 1MW = Rs. 1.07 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 74.90 Lakhs and to be met by Consortium Member B would be Rs. 32.10 Lakhs. Similar methodology shall be followed for computation of turnover and other liquidity requirement.

# **SECTION - 5**

## **BID EVALUATION AND SELECTION OF PROJECT DEVELOPER**

## **BID EVALUATION**

1 Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in **Section-3**, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

## **2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS**

### **2.a FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)**

2.a.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by HAL-Hyderabad whose required documents as mentioned at **Clause No. 23.a, Section-3**, Instructions to Bidders (ITB) of this RfS are received at the office of HAL-Hyderabad on or before the due date and time of bid submission.

2.a.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

2.a.3 Subject to **Clause No. 22, Section-3**, Instructions to Bidders (ITB) of this RfS, HAL-Hyderabad will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, HAL-Hyderabad may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by HAL-Hyderabad within 07 (seven) days from the date of such intimation from HAL-Hyderabad. All correspondence in this regard shall be made through email/ eproc hal portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. HAL-Hyderabad shall not be responsible for rejection of any bid on account of the above.

2.a.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

### **2.b SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)**

2.b.1 in this step evaluation of Techno-Commercially Qualified Bid for the project shall be done based on the "First Round Tariff Bid" quoted the project by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction for the project.

Second Envelope (containing First Round Tariff) of only those bidders shall be opened for the project whose technical bids are found to be qualified.

2.b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) per project and quoting a single tariff per kWh per project applied for. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it 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).

For Eg. If the Bidder has submitted their bids for the Project , then the bidder must quote tariff for the project as per Electronic Form given on eproc ,HAL Portal.

2. b.3 In this step, evaluation will be carried out for the Project based on tariff quoted by Bidders.

2.b.4 Void

2.b.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the project for the next stage, opening of the financial bid of the bidder will be at the discretion of HAL-Hyderabad. Thereafter, HAL-Hyderabad will take appropriate action as deemed fit.

2.b.6 If the first-round tariff quoted is same for two or more Bidders for the project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

2.b.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.2 of this Section-5.

2.b.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

<b>Bidder</b>	<b>Submitted Financial Bid</b>	<b>Ranking</b>
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.70 (Tariff in ₹/ kWh)	L6
B8	₹ 2.80 (Tariff in ₹/ kWh)	L7
B9	₹ 2.93 (Tariff in ₹/ kWh)	L8

### **3 REVERSE AUCTION (STEP - 3)**

**3.1 .a** The e- reverse auction (e-RA) shall be conducted on <https://eproc.hal-india.com> and shall be carried out on the day as intimated by HAL to the eligible bidders.

**3.1.b** HAL reserves the right to conduct e-RA and it is obligatory on part of bidder to participate in e-RA process once they have responded against the RFQ/Tender.

**3.2** The Total eligible bidders for the Project for e-reverse auction shall be decided as mentioned below:

**i)** After financial bid evaluation, the bidders shall be shortlisted in the ascending order of financial bids quoted. Out of the total number of such bidders, top 50% of the bidders starting from the L1 Bid subject to minimum of 3 bids shall be eligible for e-RA. (eg. If 4 bidders are financially evaluated then the lower 3 bids shall be eligible for e-RA.) In case situation arises where odd number (n) bidders qualify in

financial bid evaluation,  
then no of bidders called for e-RA shall be  $((n+1)/2)$ .

The e-RA shall be conducted as follows:

At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent only to those bidders who have been shortlisted based on the **clause 3.2 of section 5.**

**3.3** At least one week prior to e-reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified for the project. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-reverse Auction. Further at least two hours before the schedule start time of e-reverse Auction, a system generated email for invitation for e-reverse Auction will be sent to all those bidders only who have been shortlisted for the project based on the criteria mentioned at **Clause No. 3.2 of this Section-5.**

**3.4** Shortlisted bidders for e-reverse Auction will be able to login into the <https://eproc.hal-india.com> website of reverse auction 15 minutes before the start time of reverse auction.

**3.4.1** During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

**3.4.2** The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

**3.4.3** Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

**3.4.4** During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

**3.4.5** In the bidder's bidding window, the following information can be viewed by the bidder:

**a.** Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

**b.** The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

**3.4.6** The initial auction period will be of 30 minutes with a provision of auto extension by eight (08) minutes from the scheduled/extended closing time. Please note that the auto-extension will take only if a bid comes in those last 08 minutes and if that bid gets accepted by the system. If the bid does not get accepted, the auto extension will not take place even if that might have come in last 08 minutes. In case, there is no bid in the last 08 minutes of closing of e-RA, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto extension period to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.

#### **4 SELECTION OF SUCCESSFUL BIDDERS**

**4.1** The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) for the project. **In case of a tie among two or more bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.**

In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follows:

**Step 1:** Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

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

**4.2** At the end of selection process, a Letter of Intent (LOI) will be issued to the successful Bidders for the Project. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

In all cases, HAL's decision regarding selection of Bidder through e-Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders for the project.

**SECTION 6**  
**FORMATS FOR BID SUBMISSION**

## **Section 6 FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Power of Attorney (Format 6.2)
- iii. Format for Financial requirement (Format 6.3A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Technology break-up (Format 6.6)
- viii. Format for Disclosure (Format 6.7)
- ix. Format for financial proposal 6.8 A
- x. Format for technical criteria 6.9
- xi. No deviation 6.10
- xii. Format for Preliminary estimate of cost of Solar PV Power Project (Annexure-A)

The Bidder may use additional sheets to submit the information for his detailed response.



## FORMAT-6.1

### 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)

Tel.#:

Fax#:

E-mail address#

To

DGM

PLANT MAINTENANCE

AVIONICS DIVISION, BALANAGAR

HYDERABAD-500042

Sub: Response to RfS No-----dated ----- for development of Solar PV Project

Dear Sir,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to HAL, hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted more than one response to RfS including this response to RfS. We are submitting application for Setting up of 2 MW Grid Connected Solar PV Project at HAL, Hyderabad .

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

2. VOID.

3. We have enclosed EMD of Rs. .... (Insert Amount), in the form of DD no.....[Insert DD no] dated ..... [Insert date of DD] as per Format 6.2A from ..... [Insert name of bank providing DD] and valid up to.....in terms of Clause 3.14 of this RfS.

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by HAL in respect of any matter regarding or arising out of the RfS 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 RfS, execute the PPA in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.

8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from HAL.

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

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

11. Contact Person

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

Name : .....  
Designation: .....  
Company : .....  
Address : .....  
Phone Nos.: .....

Mobile Nos.: .....  
Fax Nos. : .....  
E-mail address : .....

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 201

Thanking you,  
Yours faithfully,

(Name, Designation and Signature of Person authorized by the Board)

**FORMAT-6.2**

(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 at .....as our duly constituted lawful Attorney (hereinafter called as

Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No..... We also authorize the said Lead Member to undertake the following acts:

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name  
Designation  
Place:  
Date:)  
Accepted

-----

(Signature, Name, Designation and Address  
of the person 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 Section 2 of the RfS.

**FORMAT- 6.3 A**

**FORMAT FOR FINANCIAL REQUIREMENT**

**(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium)

\_\_\_\_\_  
\_\_\_\_\_

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

CHIEFMANAGER (MAINT)

PLANT MAINTENANCE

HAL HYDERABAD

Sub: Response to RfS No. .... dated ..... for Selection of Solar Power Developers for Setting up of 2 MW Solar PV at HAL,Hyderaba.

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR ..... Crore (.....in words) as on **the end of Financial Year 2018-19.**

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, Qualifying Requirements (QR) of the RfS as amended.

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company	PBDIT (in Rs. Crore)
Company 1			
total			

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

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

**Name of Member: [Insert name of the Member]**

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR -----  
 --Crore (Equity Commitment (%) \* Rs. [ ] Crore) For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					
Company2					
--					
<b>TOTAL</b>					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR \_\_\_\_\_ (\_\_\_\_\_ in words) as on **the end of Financial Year 2018-19.**  
 (Strike out if not applicable)

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
<b>total</b>			

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

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

**Name of Member: [Insert name of the Member]**

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

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

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					
Company2					
--					
<b>TOTAL</b>					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR \_\_\_\_\_(in words) as on **the end of Financial Year 2018-19.** (Strike out if not applicable)

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
<b>total</b>			

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

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

**Name of Member: [Insert name of the Member]**

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

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



Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					
Company2					
--					
<b>TOTAL</b>					

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

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Membership No.  
Regn. No. of the CA's Firm:**

**Date:**

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

## FORMAT- 6.3 B

### Format for Performance Bank Guarantee for Solar PV Project

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected 'Solar Project Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of 2 MW, at HAL, Hyderabad for supply of power there from on long term basis, in response to the RfS dated..... issued by Hindustan Aeronautics Limited(hereinafter referred to as HAL) and HAL considering such response to the RfS of .....[insert the name of the selected Solar Project Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar PV Project of the Solar Project Developer and issuing Letter of Intent No. ----- (insert LOI No.) to .....(Insert Name of selected Solar Project Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Project Developer]. As per the terms of the RfS, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to HAL at Hal, Balanagar, Hyderabad forthwith on demand in writing from HAL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Solar Project Developer].

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

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Hyderabad 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 HAL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Project Developer / Project Company , to make any claim against or any demand on the selected Solar Project Developer / Project Company or to give any notice to the selected Solar Project Developer / Project Company or to enforce any security held by HAL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Project Developer / Project Company .

Notwithstanding anything contained herein above, 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 HAL serves upon us a written claim or demand.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_

For  
\_\_\_\_\_ [Insert Name of the Bank]\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should 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 enclosed.

## FORMAT-6.4

### Format for Board Resolutions

(to be submitted on the Letter Head of the Bidding Company)

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 / the 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 RfS vide RfS No. \_\_\_\_\_ for Setting up of 2 MW Grid Connected Solar PV Project at HAL, Hyderabad, including signing and submission of all documents and providing information / response to RfS to Hindustan Aeronautics Limited (HAL), representing us in all matters before HAL, and generally dealing with HAL 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 / the 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 the 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 RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

**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.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

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

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between M/s [insert name of Lead Member] \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS, execution of Power Purchase Agreement (, against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Hindustan Aeronautics Limited (HAL) 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 HAL, Hyderabad desires to purchase power under the Jawaharlal National Solar Mission;

WHEREAS, HAL had invited response to RfS vide its Request for Selection (RfS) dated \_\_\_\_\_

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf Member-2, -----, Member-of n and to submit the response to the RfS.
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 PPA, 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 PPA.
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, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of HAL in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by HAL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of HAL.
15. This Agreement
  - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of HAL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS, PPA .

IN WITNESS WHEREOF, the Members have, through their 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-----

2) Signature -----

Name:  
Address:

Name:  
Address:

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

-----

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

Witnesses:

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

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

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

-----

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

Witnesses:

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

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

---

Signature and stamp of Notary of the place of execution

**FORMAT 6.6**

**Declaration by the Bidder for the proposed technology break-up**

(to be submitted on the letterhead of the Bidding Company/Lead Member of the Consortium)

<b>1</b>	<b>Name of Bidding Company</b>	
<b>2</b>	<b>Estimated Capacity Utilization Factor</b>	<b>%</b>
<b>3</b>	<b>Estimated Annual Generation of Electrical Energy</b>	<b>kWh</b>
<b>4</b>	<b>Proposed Technology Break-up</b>	
	<b>Capacity to be installed with tracker (single-axis/dual-axis)</b>	
	<b>Capacity to be installed using Thin Film Modules</b>	
	<b>Capacity to be installed using Crystalline Silicon Technology</b>	
	<b>Any Other Technology</b>	

**Signature of the Authorized Signatory**  
**Name of the Authorized Signatory**

## FORMAT 6.7

### 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 RfS Selection process for the RfS 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 RfS will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the DD/Bank guarantees will be forfeited/encashed and recoveries will be effected for the payments done.

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

*Date:*

**FORMAT- 6.8 A**

**FINANCIAL PROPOSAL**

**Covering Letter (On letter head of the Bidder/Lead Member of the Bidding Consortium- to be submitted online)**

[Date and Reference]

To,  
**DGM(Maintenance)  
PLANT MAINTENANCE  
AVIONIC DIVISION,  
BALANAGAR  
HYDERABAD-500042**

**Sub: Response to RfS for Selection of developer for 2 MW Grid connected Solar PV Project at HAL, Hyderabad vide RfS No.-----**

Dear Sir,

I/ We, \_\_\_\_\_ (Applicant's name) upload herewith the Financial Proposal (to be filled in the format provided in the tender site) for selection of my / our company for setting up of 2 MW grid connected solar PV project at HAL, Hyderabad as a Bidder.

I/ We agree that this offer shall remain valid for a period of 180 (One hundred and eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

**Notes:**

- 1. There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects then the bid shall be considered as non-responsive.*
- 2. If the bidder submits the financial bid in the Electronic Form at eproc portal of HAL not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
- 4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 5. Tariff should be in Indian Rupee up to two places of decimals only.*

(Signature, name and designation of the Authorized Signatory)

## FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium)

\_\_\_\_\_

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

CM(Maintenance)

HAL Hyderabad

Sub: Response to RfS No. .... dated ..... For Selection of Solar Power Developers for Setting up of 2 MW Solar PV Project at HAL Township, Balanagar, Hyderabad

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause No. 3.17, Section-III, ITB under the title "Financial Closure" that the following details shall be furnished within 03 (Three) months of Effective Date of the PPA.

1.0 Evidence of achieving complete-tie-up of the Project cost through internal accruals or through a Financing Agency,

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

**"NO DEVIATION" CONFIRMATION**

To,

M/s Hindustan Aeronautics Limited

---

SUB:

BID NO:

**Dear Sir,**

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

## Annexure-A

### Preliminary Estimate of Cost of Solar PV Power Project

Project Capacity: 2 MW

Location: HAL Colony, Balanagar, Hyderabad-500042.

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in INR Lakh) (in words)
I.	SPV Modules		
II.	Power Conditioning Units		
III.	Civil and General Works / Mounting Structures		
VI.	Balance of the Plant including interconnection arrangement		
V.	Other Costs		
	<b>Total Estimated Project Cost</b>		

(Signature)

(Name of Authorized Signatory)  
(Name of the Bidding Company)



**Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plant**

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

**1. PV Module Qualification**

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

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

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

**2. Power Conditioners/ Inverters**

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
Grid Connectivity	Relevant CERC Regulations and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50 <sup>0</sup> C shall be considered ) in kW will be considered as inverter rated capacity.

**3. Cables and connectors:**

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN 50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years)

#### **4. Other Sub-systems/Components**

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

#### **5. Authorized Test Centres**

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

#### **6. Warranty**

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

#### **7. Identification and Traceability**

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition ( $1000 \text{ W/m}^2$ , AM 1.5,  $25^{\circ}\text{C}$ )
- vi. Wattage,  $I_m$ ,  $V_m$  and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

## 8. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to HAL.
- b. The SPD must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to HAL on line and/or through a report on regular basis every month for the entire duration of PPA.
- c. The SPD shall provide access to HAL or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to HAL.

## 9. Safe Disposal of Solar PV Modules:

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

## 10. Capacity of Solar PV Projects:

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	2 MW	2 MW	2 MW	2 MW

\*Rated capacity shall mean as mentioned in clause 2 above. In case the rated capacity is mentioned in kVA, the certificate from OEM declaring the power factor of the Inverter/PCU at 50<sup>0</sup> C has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.

**Commissioning Procedure**  
**(liable to change as per provisions of the scheme)**

- i) At the time of commissioning, HAL shall verify compliance of technical parameter of the Project as per Annexure B of the RFS document.
- ii) The SPD shall give to the HAL and TSSPDCL/ State Nodal Agency/SLDC/RLDC at least twenty (20) days advance preliminary written notice and at least ten (10) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by HAL during the visit to the Project site and documented as per prescribed format.

**The SPD will have to submit to HAL for verification/cross check.**

- 1. Covering Letter
- 2. Board resolution for authorized signatory.
- 3. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment as available).
- 4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-B
- 5. Installation report as per Appendix-B-2.
- 6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
- 7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate.
- 8. SPD shall ensure Connectivity to the grid from concerned STU/DISCOM. Connectivity report to be submitted as per the Appendix-B-3.
- 9. Synchronization Certificate as per prescribed format issued by the STU/DISCOM for ascertaining injection of power into grid as per Appendix-B-4.
- 10. Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
- 11. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.

12. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
- v) After the submission of the documents by SPD, HAL shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by HAL, the same have to be submitted by the SPD.
- vi) Only after all the required documents are verified by HAL, the SPD shall have to submit/update on the portal the proposed commissioning date .
- vii) After the proposed commissioning date along with commissioning order is submitted, the HAL shall visit the site within 05 working days to verify the technical compliance on site as per the information submitted by the bidder. In case HAL finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee (set up by HAL) shall schedule its next visit only on the next available date as per the availability of all the committee members.
- viii) SPD shall have to submit the as-built drawing after the commissioning prior to the COD.
- ix) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by HAL. In order to facilitate this, SPD shall inform the concerned RLDC/SLDC and HAL well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 20 days prior to the proposed commissioning date.
- x) Joint Meter Reading (JMR) shall be taken at Delivery Point at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and plant premises.
- xi) SPD shall schedule the Commissioning of the Project as per the commissioning procedure elaborated in clause 3.18.

Solar Project Developers would be required to plan commissioning/synchronization with grid at least ten days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

Installation Report

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	-----
	PV arrays	
	PCUs / Inverters	
	Transformers	

**Sample Connectivity Report**

(To be provided by concerned STU/Transmission Utility/Discom)

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

The details of Solar Power Plant are as under:-

Sr. No.	Name of Solar Project Developer & Location	Capacity Mentioned in Agreement	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	<> MW	Metering Detail at Delivery Point (<Village> S.No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of < kV> PT i) <R-Phase> ii) <Y-Phase> iii) <B Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: <> 132 kV GSS, <>, <>, (<Distt.>)	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipment is as under:

<kV> line fromto--- -----, completed on date ----- .

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

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

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

Complete system commissioned on date-----

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

**Sample Synchronization Certificate**

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

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

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

NB:

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

**Sample Commissioning Certificate of Solar PV Project**

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

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

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

NB: To be issued by State Nodal Agency/HAL.



**Check list for Bank Guarantees**

<b>Sl. no.</b>	<b>Details of Checks</b>	<b>Yes/No</b>
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-D




### List of Banks for Issuance of PO/Paycheck against EMD

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
<b>SBI AND ASSOCIATES</b>	IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Crédit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd.
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

<b>5. SCHEDULED COMMERCIAL BANKS</b>	<b>6. FOREIGN BANKS</b>
<b>SBI AND ASSOCIATES</b>	10. HSBC Bank Oman S.A.O.G
1. State Bank of India	11. Sonali Bank Ltd.
2. State Bank of Bikaner & Jaipur	12. J. P. Morgan Chase Bank, National Association
3. State Bank of Hyderabad	13. State Bank of Mauritius Ltd.
4. State Bank of Indore	14. BANK of CEYLON
5. State Bank of Mysore	15. BANK INTERNASIONAL INDONESIA
6. State Bank of Patiala	16. A B BANK
7. State Bank of Travancore	17. SHINHAN BANK
<b>NATIONALISED BANKS</b>	18. CTBC BANK Co. Ltd.
1. Allahabad Bank	19. MIZUHO BANK, Ltd.
2. Andhra Bank	20. Krung Thai Bank Public Company Ltd.
3. Bank of India	21. Antwerp Diamond Bank N.V
4. Bank of Maharashtra	22. Australia And Newzealand Banking Group Limited
5. Canara Bank	23. Sumitomo Mitsui Banking Corporation
6. Central Bank of India	24. American Express Banking Corporation
7. Corporation Bank	25. Commonwealth Bank of Australia
8. Dena Bank	26. Credit Suisse A.G
9. Indian Bank	27. FirstRand Bank Ltd.
10. Indian Overseas Bank	28. Industrial And Commercial Bank of China Ltd.
11. Oriental Bank of Commerce	29. JSC VTB Bank
12. Punjab National Bank	30. National Australia Bank
13. Punjab & Sind Bank	31. Rabobank International
14. Syndicate Bank	32. Sberbank
15. Union Bank of India	33. USB AG
16. United Bank of India	34. United Overseas Bank Ltd.
17. UCO Bank	35. Westpac Banking Corporation
18. Vijaya Bank	36. Woori Bank
19. Bank of Baroda	37. Doha Bank Qsc
20. Bhartiya Mahila Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
<b>2. OTHER PUBLIC SECTOR BANKS</b>	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
<b>3. FOREIGN BANKS</b>	3. Axis Bank Ltd.

16. Bank of America NA	4. ICICI Bank Ltd.
17. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
18. BNP Paribas	6. Yes Bank Ltd.
19. Calyon Bank	7. Kotak Mahindra Bank
20. Citi Bank N.A.	8. IndusInd Bank Ltd.
21. Deutsche Bank A.G	9. KarurVysya Bank
22. The HongKong and ShanghaiBanking Corpn. Ltd.	10. Catholic Syrian Bank
23. Standard Chartered Bank	11. City Union Bank
24. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
25. Barclays Bank	13. Jammu & Kashmir Bank Ltd
26. Royal Bank of Scotland	14. Karnataka Bank Ltd
27. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
28. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
29. CréditAgricole Corporate and Investment Bank	1. Ratnakar Bank Ltd
30. Abu Dhabi Commercial Bank Ltd	2. South Indian bank Ltd
31. Bank of Bahrain & Kuwait B.S.C	3. Tamilnadu Mercantile Bank Ltd
32. Mashreq Bank p.s.c	4. DCB Bank Ltd

## Procedure for e tendering

<b>Web Registration</b>	<ol style="list-style-type: none"> <li>1. Type website address <a href="https://eproc.hal-india.com">https://eproc.hal-india.com</a> under browser URL</li> <li>2. Click "New User Sign In", provide all the details with Class III Digital Signature updating.</li> <li>3. Get the User id and password.</li> </ol>
<b>e-Registration (Empanelment)</b>	<ol style="list-style-type: none"> <li>4. For empanelment, Web Registered Vendor has to enter the user id and password and select "Activity" as "EREGISTRATION" (for detailed help, check the Web and e-Registration help Manual in Guidelines to Bidders Section in Home Page)</li> </ol>
<b>Tender Free View (Only Open Tenders)</b>	<p>To download the tender notifications and documents from website, follow the steps given below:</p> <ol style="list-style-type: none"> <li>5. Click "Tender Free View" under "Go to Tender" link on the home page.</li> <li>6. Provide all or any one of the options like "Department", "Tender Number", "Region", "Estimated Cost", "Tender Request Dates (From and To)", "Tender Submission date" or "any key words from Tender Description"</li> <li>7. Click "Submit" to view the results. A list of tenders shall appear on the screen.</li> <li>8. Click  to view the cost free documents.</li> <li>9. Click  to print the detailed tender notice.</li> <li>xx. 10. Click  to print the tender notice.</li> </ol>
<b>Login</b>	<ol style="list-style-type: none"> <li>11. Open any Browser (Microsoft Internet Explorer or Mozilla Firefox).</li> <li>12. Type website addresses <a href="https://eproc.hal-india.com">https://eproc.hal-india.com</a> in the address bar, to access the Login Page.</li> </ol>
<b>Participation</b>	<ol style="list-style-type: none"> <li>13. Vendor should have User id, Password and Class III digital signature to participate in the tender online.</li> <li>14. Enter the website using user id, password and digital signature.</li> <li>15. Click "UnApplied" (if open tenders) to view / apply for new tenders.</li> <li>xxii. 16. Click "In Progress" (if limited tenders)</li> </ol>

<p><b>To Upload / Attach the Additional Documents</b></p>	<p>17. To attach the additional documents to any tender click “Document Library” and upload the same. 18. Attach the required documents to the concerned tenders from document library section to the tender document screen. (More explanations can find in “detailed help xxiii. Manual)</p>
<p><b>Download Documents</b></p>	<p>19. Click “Edit Attachment” to view the tender documents which are received by the user. 20. Tender document screen appears. 21. Click “Download (empty Document)” to download the xxiv. documents.</p>
<p><b>Upload Files – Technical Sheet/Price or Commercial Sheet/ EMD/ Mandatory Documents</b></p>	<p>22. Click “Attach” to attach all the documents which are already saved in the uploaded in Document Library. This is the important and first step to be performed to avoid disqualification. 23. Click “Update EMD Details” to feed the EMD details and upload the scanned EMD. 24. When the user finishes with the filling and uploading of scanned BG/DD, the “Red Color” will automatically turn to “Black Color” which reflects that the user is two steps ahead for the submission. 25. Click “Download (empty Document)” to download the Technical/Price Sheet and fill the same without changing the “File Name” and save on to the computer. 26. Click “Upload (Filled Document)”, select the filled file which was already filled and saved in the same name. Click “click here to digitally sign and upload” to upload the filled Technical/Price Sheet to the tender. 27. Note that when the user uploads the filled Technical/Price Sheet, the “Red Color” will automatically turn to “Black Color” which reflects that user is ready for the final submission. 28. Provide all the mandatory documents required for the xxv. tender.</p>
<p><b>To Submit the Tender</b></p>	<p>29. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender. 30. Note down / take a print of Acknowledgement copy once it displayed on the screen.</p>
<p><b>To Participate for the Opening</b></p>	<p>31. Tender opening event can be viewed online. 32. Competitors bid sheets are available in the website for all the participated bidders.</p>
<p><b>eProcurement Support Help Line</b></p>	<p>Ph: +91 (80) 2232 3697, 2232 3698 E-mail Id- ephelpdesk@hal-india.com</p>

## TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the First round discounted tariff and total capacity of project of qualified Project(s), HAL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction .
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is mentioned in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant HAL guidelines, shall be initiated.
7. The Bidder shall not divulge either his Bids or any other exclusive details of HAL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Bidders may note that, although extension time is ‘10’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
  - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of HAL, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the HAL contact personnel indicated in the RfS document.
  - e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and HAL.
  - f) LOI shall be placed outside the HAL e-portal & further processing of the LOI shall also be outside the system.

- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – E of the RfS document.
  - h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
  - i) HAL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
  - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:  
<https://eproc.hal-india.com>.
11. **No queries shall be entertained while Reverse Auction is in progress.**

## **BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

### **Procedure of Reverse Auctioning**

- i. All bidders are to submit their "First Round " in the Financial Bid as per the instructions mentioned in RfS.
- ii. Online Reverse Auction: The 'Opening Price' i.e. start price for Reverse Auction will be the "Discounted tariff" quoted by the bidders and the qualified capacity.
- iii. Bidders, by offering a price equal to or lower than the "Next Valid Bid, can become "L1" Bidder and this continues as an iterative process.
- iv. After completion of the online Reverse Auction, the last quoted price shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online Reverse Auction, then HAL may consider the "First Round discounted tariff" bid received through e-tendering for selection.

e-Reverse Auction would be conducted after shortlisting of qualified bidders as per **Clause 4.2 and 4.3.**

The following would be parameters for e-Reverse Auction:

<b>Sr. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	Will be intimated through mail
2.	Duration of Reverse-Auction Bidding Event	30minute
3.	Automatic extension of the Reverse-Auction closing time', if last bid received is within a	Yes



	'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	
3.1	Pre-defined Time-Duration	10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	First Round discounted tariff Quoted by the bidders in Financial Bid

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

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

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

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

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

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

**Site location added separately in tender documents**

--- Sample Letter ---

(To be submitted along with Technical bid)

DGM  
Plant Maintenance  
Avionic Division  
Hyderabad

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction

Dear Sir,

**This has reference to the Terms & Conditions for e-Reverse Auction mentioned in the Tender document for Tender No. .... , Dtd: XX-XX-XXXX.**

**This letter is to confirm that:**

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as eRA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online Reverse Auction.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

## Annexure-I

The Buyback Price with respect to the Solar PV power plant shall be calculated as follows:

**Initial Cost:** - Total Estimated project cost quoted by the bidder in Annexure A or the Completed Project cost duly certified by a Chartered Accountant whichever is lower. The Depreciation rate is taken as 6.50 % Per Year.

Year of Term (End of the year)	%age of the Initial Cost (INR)
--------------------------------------	-----------------------------------

1	93.5%
2	87%
3	80.5%
4	74%
5	67.5%
6	61%
7	54.5%
8	48%
9	41.5%
10	35%
11	28.5%
12	22%
13	15.5%
14	9%
15	2.5%
16	2.5%
17	2.5%
18	2.5%
19	2.5%
20	2.5%
21	2.5%
22	2.5%
23	2.5%
24	2.5%
25	2.5%

The Buyback Price payable shall be the Buyback Price specified in this Annexure that falls on such date before the proposed Purchase Date.