

**Southern Power Distribution Company
Of Andhra Pradesh Limited
(APSPDCL)
&
Eastern Power Distribution Company
Of Andhra Pradesh Limited
(APEPDCL)**

Request for Selection (RfS) of Developers for
procurement of 20 MW of Power from Mini Hydel
Projects in Andhra Pradesh through competitive bidding
route

RfS (Bid) No. APSPDCL/MHP/01/2016

**Southern Power Distribution Company
Of Andhra Pradesh Limited
(APSPDCL)
&**

**Eastern Power Distribution Company
Of Andhra Pradesh Limited
(APEPDCL)**

**Issued by
Southern Power Distribution Company of Andhra
Pradesh Limited (APSPDCL)**

**Tirupati, Chittoor District, Andhra Pradesh
Telephone: 0877-2284109, extn: 200**

Email: cgm_ipc@southernpowerap.co.in

7th March, 2017

Bid Deadline: 23st March, 2017, 1300 Hrs

DISCLAIMER

1. The Request for Selection (“RfS”) document is not transferable.
2. Though adequate care has been taken in preparation of this document, the Bidder shall satisfy himself that the document is complete in all respects. Any discrepancy noticed in the document shall be intimated to this office immediately. If no intimation is received from any Bidder within fifteen days from the date of issue of the RfS document, it would be construed that RfS document is complete in all respects and is upto the satisfaction of the Bidder.
3. The information contained in this Request for Selection (“RfS”) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the APSPDCL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RfS and such other terms and conditions subject to which such information is provided.
4. This RfS is not an agreement and is neither an offer nor invitation by the Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) to the prospective Bidders or any other person. The purpose of this RfS is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RfS. This RfS includes statements, which reflect various assumptions and assessments arrived at by the APSPDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfS may not be appropriate for all persons, and it is not possible for the APSPDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfS. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfS and obtain independent advice from appropriate sources.
5. Information provided in this RfS to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The APSPDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
6. The APSPDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfS or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfS and any assessment, assumption, statement or information contained therein or deemed to form part of this RfS or arising in any way for participation in this Bid Stage.
7. The APSPDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfS.

8. The APSPDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfS.
9. The issue of this RfS does not imply that the APSPDCL is bound to select a Bidder or to appoint the Selected Bidder or Supplier, as the case may be, for the Project and the APSPDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the APSPDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the APSPDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process
11. Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) reserves the right to modify, amend or supplement or cancel this RfS document, without any prior notice or without assigning any reason.

Authorized Person: Chief General ManagerF (P&MM, IPC)

Address: APSPDCL, Kesavayanagunta, Tiruchanoor Road, Tirupati, Andhra Pradesh - 517501.

Tel: 0877-2284109, Extn. 200

Fax: 0877-2237407

Email: cgm_ipc@southernpowerap.co.in

Place: Tirupati

Date: 7th March 2017

Information pertaining to Bid submission via e-Procurement platform

1. Issue of RfS

The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RfS. All those interested in obtaining the RfS may download the RfS from <https://tender.eprocurement.gov.in>. Please visit <https://tender.eprocurement.gov.in> for details regarding online submission of the RfS.

Bidders are required to procure a Digital Signature Certificate from any Certifying Authorities (CA) in India from the list mentioned in the below URL:

<https://tender.eprocurement.gov.in/DigitalCertificate/signature.html>

The Digital Signature Certificate is mandatory for participation in e-Procurement. The Bids can be submitted only upon logging-in with the Digital Signature Certificate in the eProcurement portal.

The bidder would be required to register on the eProcurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Authorized Representative for the tenders published in the e-Procurement platform.

The bidders shall submit their eligibility and Qualification details, Techno-commercial bid, Financial bid etc., in the standard formats displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Techno-commercial bids and other certificate/documents in the eProcurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.

2. Receipt and Opening of Bid:

Bid must be submitted at the website mentioned in the RfS on or before 23rd March 2017 (last date of submission of Bid) 1300 hrs. (IST). If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on the next working day. The Techno-commercial Bid and the Financial Bid shall be opened as per the time schedule given in Clause 3.2 of the RfS.

The Authorized Representative shall abide by the Government Orders G.O. Ms. No. 174, Dated: 01-09-2008, G.O. Ms. No. 11, Dated: 01-07-2003, G.O. Ms. No.4, Dated: 17-02-2005, G.O. Ms. No. 6, Dated: 28-02-2005, G.O. Ms. No. 6, Dated: 11-1-2005 and G.O. Ms. No. Dated: 30-12-2005, while conducting the eProcurement process. The Bidders are requested to read these orders available at <https://tender.eprocurement.gov.in/html/download.asp>

3. Payment Of Transaction Fee:

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee of INR 25,000 to MD APTS., the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 15% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to MD APTS. shall be applicable.

4. Corpus Fund:

As per G.O. Ms. No.4, the User Department/Authorized Representative shall collect INR 25,000/- (Rupees twenty five thousand only) from only Successful Bidders on eProcurement platform before entering into agreement, towards eProcurement fund in favor of Managing Director, APTS. Hence upon declaration of the Successful Bidder(s) as per the provisions of the RfS, the Authorized Representative shall collect this amount from the Successful Bidders(s) and transfer the same to Managing Director, APTS.

5. Nodal Person for enquiries and clarifications

All correspondence, clarifications in respect of the RfS and submission of the Bid shall be addressed to:

Designation: CGM, P&MM IPC

Address: APSPDCL, Kesavayanagunta, Tiruchanoor Road, Tirupati,
Andhra Pradesh - 517501.

Telephone: 0877-2284109, Extn. 200

E-mail id: cgm_ipc@southernpowerap.co.in, ce.ipc@aptransco.gov.in

6. All capitalized words and expressions used in this notification but not defined herein shall have the same meaning as ascribed to them in the RfS.

S. No	Description	
1	Department Name	APSPDCL on behalf of APSPDCL and APEPDCL
2	Office	CGM (P&MM IPC), APSPDCL
3	Tender Number	APSPDCL/MHP/01/2016 Dated 07/03/2017
4	Tender Subject	Request for Selection of Developers for procurement of 20 MW of Power from Mini Hydel Projects in Andhra Pradesh through competitive bidding route.
5	Tender Type	Restricted
6	Tender Category	Power procurement from Mini Hydel Projects through Competitive bidding

7	Definitions and Interpretations	<p>For the purpose of e-Procurement, the following definitions shall apply</p> <ul style="list-style-type: none"> • Tender Inviting Authority shall mean the same as Authorized Representative as per the Definitions in this RfS • Tender Documents shall mean the same as the RfS Documents as per the Definitions in this RfS • “Price Bid” shall mean the same as the “Financial Bid” as per the Definitions in this RfS • “PQ Bid” shall mean Bid Processing Fee and EMD as per Clause 3.1 and 3.7.1 of the RfS respectively • “Technical Bid” shall mean the same as “Techno-Commercial bid” as per the terms of the RfS • Bidders shall also upload a checklist of all documents enclosed under Techno-Commercial Bid and Financial Bid and the file name corresponding to each document/format as required under the RfS. This shall be the “PQ Template” or “Technical Template” and this checklist shall be a part of the Techno-Commercial Bid • “EMD/Bid Security” shall mean the same as the EMD as per the provisions of this RfS
8	Bid Bond/Bid Security/EMD (INR)	<p>As specified in Clause 3.7.1 of the RfS as per the prescribed FORMAT- 6.3 A</p> <p>It should be noted that the Bid Bond of INR 1,50,00,000 (One Crore Fifty Lakhs) displayed on the NIT screen of the eProcurement Website should not be considered for providing EMD.</p> <p>The actual EMD to be submitted by the Bidder shall be as per Clause 3.7.1 of this RfS</p>
9	Bid Bond/Bid Security/EMD Payable to	Please refer Clause 3.10 of this RfS
10	Transaction Fee	<p><u>Transaction fee:</u> All the participating bidders who submit the bids have to pay an amount of INR 25,000 & service tax applicable as levied by Govt. of India as transaction fee through online mode in favor of MD APTS. The amount payable to MD APTS is nonrefundable.</p> <p><u>Corpus Fund:</u> Successful bidder has to pay an amount of INR 25,000 & service tax applicable as levied by Govt. of India on the above value, through demand draft in favor of Managing Director, APTS, Hyderabad towards corpus fund at the time of concluding agreement as per the provisions of this RfS</p>
11	Transaction Fee Payable to	MD APTS, Hyderabad, through online payment only.

12	Bid Document Download Start Date	As per Clause 3.2 of the RfS
13	Pre-bid meeting	As per Clause 3.2 of the RfS
14	Bid Document Download End Date	As per Clause 3.2 of the RfS
15	Bid submission closing date	23 st March 2017 1300 Hrs. for uploading Prequalification Bid, Techno-Commercial Bid and Financial-Bid
16	Prequalification Opening Date	As per Clause 3.2 of the RfS
17	Techno-commercial Bid Opening	As per Clause 3.2 of the RfS
17	Financial Bid Opening	As per Clause 3.2 of the RfS
18	Place of Tender Opening	O/o Chief Engineer, IPC & PS, Vidyut Soudha, Hyderabad
19	Officer Inviting Bids/ Contact Person	CGM P&MM and IPC
20	Address/E-mail id	cgm_ipc@southernpowerap.co.in
21	Contact Details/Telephone, Fax	Telephone - 0877-2284109, Extn. 200 Fax - 0877-2237407
23	Procedure for Bid Submission	<p>The Bidder shall submit the response through Bid submission to the tender on eProcurement platform at https://tender.eprocurement.gov.in by following the procedure given below. The Bidder would be required to register on the e-procurement website https://tender.eprocurement.gov.in and submit their Bids online. Offline Bids shall not be entertained by the Tender Inviting Authority for the tenders published in eProcurement platform.</p> <p>The Bidders shall submit their Prequalification, Techno-Commercial Bid, Financial Bid etc., in the online standard formats displayed in eProcurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in the eProcurement web site. The Bidder shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents specific to the RfS after uploading the same during the Bid submission as per the RfS and Bid Documents.</p> <p>1. Registration with eProcurement platform:</p>

		<p>For registration and online Bid submission Bidders may contact HELP DESK of Vupadhi Techno Services</p> <p>M/s Vupadhi Techno Services, 1st Floor, Ramky Grandiose, S. No :136/2&4, Gachibowli, Hyderabad - 500032, Telangana State Phone: +91 40-39999700, 39999701 Fax: +91 40-39999702 Email: contact@vupadhi.com</p> <p>https://tender.eprocurement.gov.in.</p> <p>2. Digital Certificate authentication:</p> <p>The Bidder shall authenticate the bid with their Digital Certificate for submitting the Bid electronically on eProcurement platform and the Bids not authenticated by Digital Certificate of the Bidder will not be accepted on the eProcurement platform.</p> <p>For obtaining Digital Signature Certificate, you may please Contact:</p> <p>Andhra Pradesh Technology Services Limited ECO Ritz Building, BMTS Road Near Andhra Bank, Opp. Prasadam Padu Bus Stop Vijayawada – Andhra Pradesh Phone: +91-9963029443, +91-9963029423</p> <p>(OR)</p> <p>Any other Registration Authority in India. The city-wise list of RAs is available by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website "https://www.tcs-ca.tcs.co.in/mca21/index.jsp"</p> <p>3. Hard copies:</p> <p>i) Bidders shall submit hard copies of the Bid Processing Fee as per Clause 3.1.2 and EMD as per Clause 3.7.1 to the address mentioned in the respective clauses of this RfS. Bidders shall also upload scanned copies of these documents (DD towards Bid Processing Fee and Bank Guarantee towards EMD as a part of the PQ Bid on the eProcurement platform</p>
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		<p>ii) All the Bidders shall invariably upload the scanned copies of DD/BG/PO in eProcurement system and this will be one of the key requirements to consider the bid responsive.</p> <p>iii) The Authorized Representative will notify the Successful Bidder for submission of original hardcopies of all the uploaded documents i.e. towards Prequalification, Techno-Commercial Bid and Financial Bid prior to signing of the Letter of Intent (LOI)</p> <p>iv) The Successful Bidder shall invariably furnish the original certificates/documents of the uploaded scanned copies to the Authorized Representative before signing of the LOI, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the Successful Bidder. The Authorized Representative will not take any responsibility for any delay in receipt/non-receipt of original, certificates/documents from the successful Bidder beyond the stipulated time. On receipt of documents, the department shall ensure the genuineness of certificates/documents uploaded by the Bidder in eProcurement system, in support of the qualification criteria before concluding the agreement.</p> <p>4. The G.O. Ms. No. 174 -I&CAD dated: 1-9-2008 Deactivation of Bidders If any successful Bidder fails to submit the original hard copies of uploaded certificates/documents, within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the Bidder, the Successful Bidder will be suspended from participating in the tenders on eProcurement platform for a period of 3 years. The eProcurement system would deactivate the user ID of such defaulting Bidder based on the trigger/recommendation by the Authorized Representative in the system. Besides this, the Authorized Representative shall invoke all processes of law including criminal prosecution of such defaulting Bidder as an act of extreme deterrence to avoid delays in the Bid process for execution of the development schemes taken up by the government. Other conditions as per the RfS are applicable.</p> <p>The Bidder is requested to get a confirmed acknowledgement from the Authorized Representative as a</p>
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		<p>proof of original hardcopies submission to avoid any discrepancy.</p> <p>5. Payment Of Transaction Fee: It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee of INR 25,000 to MD, APTS - the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O. Ms.13 dated 07.05.2006. A service tax of 15% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to MD APTS. shall be applicable.</p> <p>6. Corpus Fund: As per GO MS No.4 User departments (Tender Inviting Authority/Authorized Representative) shall collect INR 25,000/- (Rupees twenty five thousand only) from Successful Bidders on eProcurement platform before entering into agreement / issue of LOI, towards eProcurement fund in favor of Managing Director, APTS. Hence upon declaration of the Successful Bidder(s) as per the provisions of the RfS, the Authorized Representative shall collect this amount from all the Successful Bidders(s) and transfer it to Managing Director, APTS.</p> <p>7. RfS Document: The Bidder is requested to download the RfS document and read all the terms and conditions mentioned in the RfS document and seek clarification if any from the Authorized Representative.</p> <p>The Bidder has to keep track of any changes by viewing the Modification/Addendum/Corrigenda issued by the Authorized Representative on time-to- time basis in the E-Procurement platform. The Authorized Representative inviting Bids shall not be responsible for any claims/problems arising out of this.</p> <p>8. Bid Submission Acknowledgement: The Bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique Bid submission number after completing all the prescribed steps and processes by the Bidder. Bidders may also note that the Bids for which</p>
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		<p>an acknowledgement is not generated by the eProcurement system are treated as invalid or not saved in the system. Such invalid Bids are not made available to the Authorized Representative for processing the Bids. The Government of AP and Vupadhi Techno Services is not responsible for incomplete Bid submission by the Bidders.</p>
24	Rights reserved with the Department	<p>Authorized Representative reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore.</p>
25	General Terms and Conditions	<p>As per the RfS documents.</p>
26.	Other information	<p>Bidders shall contact Vupadhi Techno Services for all queries related to bid submission on the eProcurement platform</p>
27	E-Procurement Conditions to be followed, by the suppliers in filling the price form.	<p>1: We, the undersigned, examined the Conditions of Contract, Specification, Special Conditions of Contract, Basic Parameters of the proposed Scheme and subsequent Addendums for the above mentioned works. We have examined, understood and checked these documents and have ascertained that there is no ambiguity in the requirements of the Authorized Representative. We accordingly offer to complete the work in conformity with such documents for the price as given in the Financial Bid submitted and attached at the commercial stage</p> <p>2: Note: Financial Bid attached at commercial stage will be considered for commercial evaluation.</p> <p>3:As per the conditions in the folder management, we have extracted the file uploaded and verified the contents of the Zipped files to avoid disqualifications</p> <p>4: We have also read the Note in the folder management; the documents attached to the commercial bid stage will be encrypted and stored. Documents uploaded in Common folder and attached to the technical bid stage shall not be encrypted.</p>
28	Uploading	<ol style="list-style-type: none"> 1. Financial Bid shall be uploaded at the commercial stage available on the eProcurement platform which has an encryption facility 2. The Bidder SHALL AVOID zipping two versions of the same Financial Bid into a single folder. The Authorized Representative shall only open the file specified in the “PQ Template” or “Technical Template” 3. In case the Authorized Representative finds multiple versions of the same Financial Bid in a single zip folder, such Bids are liable to rejection by the Authorized Representative

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1 Introduction and Background

1.1 Introduction

- 1.1.1 The DISCOMs i.e. Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) & Eastern Power Distribution Company of Andhra Pradesh Limited (“APEPDCL”) intend to procure 20 MW of power from Mini Hydel Projects in Andhra Pradesh through competitive bidding route. APSPDCL will be the “Authorized Representative” of the DISCOMs for procurement of power from “Mini hydel Projects in Andhra Pradesh”.
- 1.1.2 Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”), the Authorized Representative wishes to invite proposals for procurement of power from Mini hydel Projects in Andhra Pradesh for an aggregate capacity of 20 MW. Projects selected based on this RfS shall sign PPA with the DISCOMs in line with terms and conditions of this RfS and the PPA.
- 1.1.3 Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) incorporated under the Companies Act, 1956 is a distribution utility of Andhra Pradesh that has been granted license by APERC for carrying on the business of Distribution and Retail Supply of electrical energy within the Area of Supply and with the powers as per terms of the license.
- 1.1.4 The DISCOMs shall enter into Power Purchase Agreement PPA with the Bidders selected based on this RfS for purchase of power from Mini Hydel Projects selected for a period of 35 years as per Article 7 of the PPA.
- 1.1.5 The Bidders are open to bid as per their Project Capacity. The evaluation of Bids shall be done as per the Section 4 of this RfS.
- 1.1.6 The Projects to be selected will be for aggregate capacity of 20 MW. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Project(s).

1.2 Background

- 1.2.1 There are certain new Mini Hydel projects that have already been sanctioned by NREDCAP and the Irrigation & CAD Department (now known as Water Resources Department of Andhra Pradesh) and are currently in various stages of progress. However, the Project Developers have not entered into PPA with the APDISCOMs for sale of Mini Hydel power. Currently, there is no applicable tariff for new projects since 2009 in Andhra Pradesh. The Government of Andhra Pradesh in its letter dated 22-12-2016 has granted approval for conducting bidding for procurement of power from new Mini Hydel projects by APDISCOMs in a phased manner. In this regard, APSPDCL on behalf of both the APDISCOMs is carrying out the tariff based competitive bidding on capacity allocation basis to discover the tariff for procurement of power from new Mini Hydel projects.

2 Definitions

Any capitalized term, used but not defined in this RfS, shall have the meaning ascribed to such term in the PPA. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the APERC/CERC (Terms and Conditions of Tariff Regulations 2004, Grid Code or any other relevant electricity law, rules or regulations prevalent in India, as amended or re-enacted from time to time, in that order.

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

“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;

“Aggregate Allocated Capacity” shall mean the sum total of all the Allocated Capacities.

“Allocated Capacity” shall mean the capacity finalised corresponding to the Offered Capacity for each Financial Bid corresponding to a Bid submitted by the Bidder between the Authorized Representative and the Bidder

“APERC” shall mean Andhra Pradesh Electricity Regulatory Commission

“Authorized Representative” shall mean the body corporate Authorized by the AP DISCOMs(s) i.e. Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) to carry out the bidding process for the selection of the Successful Bidder(s) on their behalf as defined in Clause 1.1.2 of this RfS.

“Bid” shall mean the Techno-commercial Bid and Financial Bid submitted by the Bidder, in response to this RfS, in accordance with the terms and conditions thereof

“Bid Capacity” shall mean the sum of all Offered Capacities under each Financial Bid corresponding to a Bid submitted by the Bidder

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

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

“Bidding Firm” shall refer to such single partnership Firm that has submitted the Bid in response to this RfS. Sole proprietorship participating in this Bid process and that has submitted the Bid in response to this RfS shall also be referred to as Bidding Firm

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

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RfS as specified in Clause 3.2 of the RfS

“Bid Processing Fee” shall have the same meaning as provided in Clause 3.1.2 of this RfS

“Bid Validity” shall have the same meaning as provided in Clause 3.13 of this RfS

“Capacity Utilization Factor (CUF)” shall mean ratio of total KWh (units) of energy generated by the Mini Hydel Plant at the inter-connection point in a Tariff Year and Contracted capacity in KW multiplied with number of hours in the same Tariff Year

“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;

“Commercial Operation Date (COD)” shall be considered as the actual date of commissioning of the Project as declared by the Commissioning Committee. The following two milestone dates for commissioning may be observed and may fall on separate dates:

- (i) **Inter connection with Grid:** This may be provided by the STU on the request of the Project Developer, to facilitate testing and allow flow of power generated into the grid to avoid wastage of power.
- (ii) **Commissioning of Project:** This will be on a date when the Project is declared by the Mini Hydel Developer to be operational, provided that the Mini Hydel Developer shall not declare the Project to be operational until all generating Unit(s) have met the suitable conditions as per the PPA.

APDISCOMs intend to purchase power from the Successful Bidders only after the Scheduled Commercial Operation Date (SCOD) or Commercial Operation Date (COD), whichever is later. If any Successful Developer intends to supply power to the APDISCOMs prior to the Scheduled Commercial Operation Date or Commercial Operation Date, whichever is later, APDISCOMs may pay the Tariff at Average Pooled Cost of Power Purchase (Determined by APERC time to time) for such power subject to the power requirement of APDISCOMs, but the same is not the obligation on part of APDISCOMs.

“Contracted Capacity” shall have the same meaning as provided in ARTICLE 1 of the PPA

“Controlling Shareholding” shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsorily and mandatorily convertible Preference shares/ Debentures) in the Company/Consortium

“EMD” shall have the same meaning as provided in Clause 3.7.1 of this RfS

“DISCOMs” shall mean power Distribution Company limited of Andhra Pradesh. In this RfS, DISCOMs shall refer to Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL)

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

“Effective Tariff” will be the lowest of all Quoted Tariffs submitted by all the Bidders.

“Financial Bid” shall mean the documents and formats as specified in Clause 3.6.3 and Clause 3.11.1 (C) of the RfS

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Mini Hydel 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

“Financial Year” shall mean, with respect to the initial Financial Year, the period beginning on the Commercial Operation Date or Scheduled Commercial Operation Date, whichever is later and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Financial Year shall end on the date of expiry of the term or on termination of the Power Purchase Agreement

“Firm” shall mean a Partnership Firm registered under the Indian Partnerships Act, 1932 and as amended from time to time. A sole proprietorship registered under the India Partnerships Act, 1932 shall also be referred to as Bidding Firm.

“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. However, above mentioned provisions are not applicable in case of Public Sector Undertakings/Enterprises

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

“Inter-connection Point / Injection Point” shall have the same meaning as provided in the PPA

“Installed Capacity” shall mean the sum total of name plate capacity of all the Units of the Project.

“Lead Member of the Bidding Consortium” or “Lead Member” There shall be only one Lead Member, having the largest shareholding of not less than 51% in the Bidding Consortium and cannot be changed till 1(one) year after the Commercial Operation Date (COD) of the Project. Lead Member and all related provisions in this RFS, unless explicitly specified, shall apply mutatis mutandis to both Bidding Consortium of Companies as well as Bidding Consortium of Firms.

“Letter of Intent” or “LoI” shall mean the letter issued by the Authorized Representative to the Successful 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

“Location” shall mean the site at which the Developer intends to establish the Project.

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium. Member in a Bidding Consortium of Companies shall be a Company and Member in Bidding Consortium of Firms shall be a Firm.

“Mini Hydel Project” shall mean “Power Project” or “Project” or “Project(s)”.

“Mini Hydel Project Developer/ Mini Hydel Developer/ Developer” shall mean the Bidder who has been selected based on this RfS issued by Authorized Representative for execution of Mini Hydel Projects;

“MW” shall mean mega watts

“Offered Capacity” shall mean the capacity that the Bidder proposes to offer at the Inter-connection Point as specified in Financial Bid FORMAT- 6.9 (A)

“Parent” shall mean a Company, which holds at least more than 50% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

“Payable Tariff” shall have the same meaning as Effective Tariff defined in this RfS.

“PPA” shall mean the Power Purchase Agreement signed between the successful Mini Hydel Developer and the respective DISCOMs according to the terms and conditions of the PPA enclosed with this RfS;

“Power Project” or “Project” or “Project(s)” shall mean the power project that uses running water for conversion into electricity, being set up by the Developer to provide power to the DISCOMs as per the terms and conditions of the Power Purchase Agreement at the Inter-connection Point. 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 DISCOMs(s) as per terms of the PPA and as stated in the clause 4.1.3 (B)

“Project Capacity” shall mean the capacity that has been already been sanctioned by the NREDCAP and Irrigation & CAD Department, Government of Andhra Pradesh (now known as Water Resources Department, Government of Andhra Pradesh) to the Mini Hydel Project Developer.

“Project Company/ SPV” shall mean the Company incorporated by the Bidder as per Indian Laws for the implementation of Project selected based on this RfS.

“Quoted Tariff” shall mean charges for the each Tariff Year after commencement of supply of power, for the entire term of the PPA, quoted by the Bidder as per the prescribed FORMAT-6.9(B) and shall be construed to be at the Inter-connection Point at the Location as mentioned in its Bid.

“Qualified Bidder” shall mean the Bidder(s) who, after evaluation of their Techno-Commercial Bid as per Clause 4.1.1 of the RfS, stand qualified for opening and evaluation of their Financial Bid(s);

“RfS document” shall mean the bidding document issued by Authorized Representative including the PPA and all attachments vide RfS no. **APSPDCL/MHP/01/2016** dated 9th March 2017 for “Request for Selection of Developers for power procurement from Mini Hydel Projects in Andhra Pradesh through competitive bidding route” and/or modified/amended/revised thereafter

“Scheduled Commercial Operation Date (SCOD)” shall mean the date when all the generating Unit(s) are commissioned and where upon the Developer is required to start injecting power from the Project to the delivery point i.e. Twenty Four (24) months from the Effective Date as stated in clause 3.4.1;

“STU” or “State Transmission Utility” shall mean APTRANSCO

“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. It shall also have the same meaning as Developer/ Mini Hydel Developer/ Mini Hydel Project Developer

“Tariff Year” shall mean the each period of 12 months beginning from the COD or SCOD whichever is later. The last Tariff Year shall end on the date of expiry or termination of this Agreement as applicable

“Techno-Commercial Bid” shall mean the documents and formats as specified in Clause 3.11.1(B) of the RfS

“Ultimate Parent” shall mean a Company, which owns at least more than fifty percent (50%) equity either directly or indirectly in the Parent and Affiliates;

“Unallocated Tender Capacity” shall mean the capacity which remains unallocated after deducting the Allocated Capacity to Successful Bidder(s) from the Tender Capacity as defined in Clause 3.4.1

“Unit” when used in relation to the Mini Hydel Project, shall mean unit of the Power Station which is equipped with a turbine and associated facilities for generation of electricity independently of other units at the Power Station. Unit when used in relation to electrical energy, means Kilo Watt Hour (kWh).

3 Bid information and instructions to Bidders

3.1 Obtaining RfS document & Bid Processing Fees

3.1.1 All those interested in the RfS can download the RfS from the website <http://www.aptransco.gov.in/transco/>. After the Pre-bid meeting is held, the revised documents shall be uploaded on the e-procurement platform. Interested parties can download the RfS from <https://tender.eprocurement.gov.in>. All information related to submission of response to this RfS and the Bid shall be available at the aforementioned website.

3.1.2 Prospective Bidders interested to participate in the bidding process are required to submit their Bids in response to this RfS document along with a non-refundable Bid Processing Fee of INR 2,00,000 (Rupees Two lakh) per Bid offered by the Bidder in the form of DD / Pay Order payable in favour of “Pay officer, APSPDCL, Tirupati”, payable at Tirupati or through RTGS to Account No. 52089645509, IFSC code: SBHY0020328, PAN NO: AAHC4056Q. A Bidding Company / Consortium will be eligible to participate in the bidding process only on submission of Bid Processing Fee.

3.1.3 Bidders shall provide the above non-refundable Bid Processing Fee in the form of DD/Pay Order at the following address of the Authorized Representative, on or before the Bid Deadline –

**O/o Chief Engineer/IPC & PS/APPCC
Room No: 401/A, Vidyut Soudha, Khairatabad
Hyderabad-500004.**

3.1.4 Notwithstanding anything to the contrary contained in this RfS, the Authorized Representative shall open the Techno-commercial Bid of the Bidder, only upon receipt of the above non-refundable Bid Processing Fee on or before the Bid Deadline.

3.2 Timelines for bidding process

S. No.	Event	Schedule
1	Date of issue of RfS in APTRANSCO website	9 th February, 2017
2	Pre-Bid meeting	27 th February, 2017
3	Revision of RfS and PPA and issuance of modified RfS and PPA in the e-procurement platform	7 th March, 2017

S. No.	Event	Schedule
4	Bid document download end date	22 th March 2017 17:00 Hrs
5	Bid Deadline i.e. Last Date for submission of Bids	23 rd March 2017 13:00 Hrs
6	Opening of Prequalification Bid	24 st March 2017 15:00 Hrs
7	Opening of Techno-Commercial Bids	24 th March 2017 15:00 Hrs
8	Notification of Qualified Bidders (based on Techno-Commercial criteria)	7 th April 2017 15:00 Hrs
9	Opening of Financial Bids	10 th April 2017 16:00 Hrs
10	Notification to successful bidders	25 th April 2017 16:00 Hrs
11	Issue of LoI to Successful Bidders	10 th May 2017 15:00 Hrs
12	Signing of PPA	9 th June 2017 15:00 Hrs

The Authorized Representative reserves the right to change the above Bid process timelines. However the Authorized Representative shall notify prospective Bidders through email/notification on website/e-Procurement platform regarding changes to the above timelines

3.3 Bid Capacity allowed for a Bidder

3.3.1 The Company or Firm, including its Parent, Affiliate or Ultimate Parent-or any Group Company may submit Bids for any number of projects that has been already been sanctioned by the NREDCAP and Irrigation & CAD Department, Government of Andhra Pradesh (now known as Water Resources Department, Government of Andhra Pradesh). However, the Aggregate Allocated Capacity offered by DISCOMs shall not exceed Tender Capacity pursuant to provisions of Clause 4.1.3 of the RfS. Provisions of Clause 3.12.2 of RfS shall apply for submission of multiple Bids by the Bidder. However, the Authorized Representative shall have the right to change the limit for Tender Capacity.

3.4 Project Scope and Technology Selection

The DISCOMs shall enter into PPA with the Bidders as selected through this RfS for a Tender Capacity of 20 MW. Notwithstanding anything to the contrary contained herein, the Authorized Representative, in its own discretion, has the right to reduce or increase the Tender Capacity that is expected through this RfS.

The Developer shall set up Mini Hydel Project(s) including the transmission network up to the Inter-connection Point in line with Clause 3.4.1, at its own cost and in accordance to the

provisions of this RfS document. The Developer shall be solely responsible for obtaining all permits and clearances required for setting up of the Project including those required from State Government and local bodies.

3.4.1 **Scope of Project**

Notwithstanding anything to the contrary contained in this RfS, the detailed terms specified in the draft PPA shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder this RfS shall continue to have effect in addition to its obligations under the PPA.

S. No.	Scope	Details
1	Contract Period (in years)	12/35 years from the COD of the Project or Scheduled Commercial Operation Date (SCOD) whichever is later, subject to approval of APERC.
2	Tender Capacity	20 MW. The Authorized Representative reserves the right to increase or reduce the Tender Capacity by any quantum without assigning reasons whatsoever
3	Scheduled Commercial Operation Date (SCOD)	Twenty Four (24) months from Effective Date of signing of the PPA.
4	Inter-connection Point	Inter-connection Point shall mean the point or points where the Project and the grid system of APTRANSCO/ DISCOM are interconnected at the grid substation of APTRANSCO/ DISCOM.
5	Arranging Transmission Access	<ul style="list-style-type: none"> i. The Developer shall be wholly responsible for arranging transmission access from the station switchyard of the Project up to the Inter-connection Point ii. The Project should be designed for interconnection with the distribution/ transmission network of DISCOMs or APTRANSCO at voltage level of 33 kV or 132 kV iii. The responsibility of obtaining connectivity with the distribution/ transmission system will lie with the Developer. Transmission of power to the point of interconnection at substation of DISCOMs/APTRANSCO where the metering is done shall be the responsibility of the Developer at its own cost. The installation of equipment for metering will be the responsibility of the Developer as per Central Electricity Authority (CEA) norms.

S. No.	Scope	Details
		<p>iv. The interconnection line from Project switchyard to the Location has to be constructed and maintained by the Developer at his cost. The entire cost of transmission including cost of procurement of land for bay (if any), construction of lines, metering equipment, losses, supervision charges etc., from the Project up to the Inter-connection Point shall be borne by the Developer and shall not be reimbursed by licensees. Right of way (RoW) for laying of the interconnection lines shall lie with the Developer.</p> <p>v. The measurement, billing and accounting of energy delivered by the Mini Hydel project at the Inter-connection Point will be maintained by the APTRANSCO/ DISCOMs.</p>
6	Tariff Payment	<p>APDISCOMs intend to purchase power from the Successful Bidders only after the Scheduled Commercial Operation Date (SCOD) or Commercial Operation date (COD), whichever is later. If any Successful Developer intends to supply power to the APDISCOMs prior to the Scheduled Commercial Operation Date or Commercial Operation Date, whichever is later, APDISCOMs may pay the Tariff at Average pooled cost of power purchase (determined by APERC from time to time) for such power subject to the power requirement of APDISCOMs.</p> <p>Post the Scheduled Commercial Operation Date or Commercial Operation Date, whichever is later, the DISCOM shall pay Tariff to the Mini Hydel Project Developer in the following manner-</p> <ul style="list-style-type: none"> • The Payable Tariff for the entire duration of the PPA for every unit generated upto a CUF of 45%. • For any unit generated above the CUF of 45% no Tariff will be paid and only an incentive of 35 paise/kWh shall be payable.

S. No.	Scope	Details
7	Financial closure, synchronisation, commissioning, commercial operation, billing, payment etc.	<p>Please refer to the enclosed draft PPA. The Developer shall sign PPA as per Clause 3.8 of this RfS.</p> <p>Bidders may refer to the draft PPA attached with this RfS for detailed provisions.</p> <p>Further the Developer shall share financial benefits (tax concessions and related incentives either direct or indirect) accrued to the Project on account of notification of Andhra Pradesh as a special state through adjustments to the Tariff payment as per the terms of the PPA.</p>
8	Clearances for implementing the Project	<p>The Developer is solely responsible for obtaining necessary clearances/approvals and permits from GoAP/NREDCAP/Any other authority as per statute as required for setting up the Mini Hydel Power Projects.</p>

3.5 Qualification Requirements

Evaluation of Bids will be based on meeting the general, Prequalification (PQ), financial and technical qualification requirements. Any Bidder who meets the Qualification Requirements stated herein shall be “Qualified Bidder” for the purpose of evaluation under this RfS.

3.5.1 General eligibility

- i. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- ii. Firms formed in India under the Partnerships Act 1932 as amended from time to time. Firms are eligible for participation upon mandatory submission of deed of partnership as per the Partnerships Act, 1932 failing which the Bid shall be liable for rejection.
- iii. In case of a Bidding Consortium of Companies or Firms, number of members in the Consortium shall not exceed 3 (three). The Bidding Consortium shall have one of the Companies/Firms as Lead member. One of the members of the Consortium shall be the Company which has already been sanctioned the Project. Consortium shortlisted based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, Indian 1956 or Companies Act, 2013 as applicable, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case multiple Projects are proposed to be developed by a Consortium, separate Project Companies can be formed for each Project.

- iv. A foreign company can also participate on standalone basis or as a member of Consortium at the RfS stage. But before signing of PPA it has to form an Indian Company registered under the Indian Companies Act, 1956 or Companies Act, 2013 as applicable, keeping the original shareholding of the Bidding Company/Consortium unchanged.
- v. A Bidding Company which has been selected as Successful Bidder based on this RfS can also implement the Project through a Special Purpose Vehicle (SPV). However the SPV has to be registered under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable before signing of PPA keeping the original shareholding of the Bidding Company unchanged. In case multiple Projects are proposed to be developed by a Bidding Company, separate SPV can be formed for each Project.
- vi. Limited Liability Companies (LLC) shall be eligible subject to the condition that such Companies are able to demonstrate the net worth requirement in the Company's name only. Net worth of Individuals/ Partners shall not be considered for meeting the net worth requirement. Such Bidders shall have to submit the net worth certificate in line with requirement stipulated in Clause 3.5.2, in the name of the Limited Liability Company at the time of submission of their Bids. In case such a Bidder is not able to submit net worth certificate in line with the above, their Bids shall be summarily rejected by Authorized Representative. Further, if such Limited Liability Companies are selected as Successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to infuse the minimum net worth requirement in line with the requirement stipulated in Clause 3.5.2 given below, into the company registered in India. In case LLC fails to incorporate as an Indian company before signing of PPA or is unable to demonstrate infusion of net worth in to the Company registered in India or is not able to sign PPA with Authorized Representative, EMD of such Bidders shall be forfeited.

NOTE: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by Companies.
- vii. Limited Liability Partnership (LLPs) are not eligible for participation.
- viii. The Bidder must furnish the necessary approvals from the agencies as per FORMAT – 6.4
- ix. The Projects for which the Project Developers have already entered into an agreement viz., PPA/PWPA/PWA/PWPC etc. with the APDISCOMs are not eligible to participate in the bidding process.

3.5.2 Financial Eligibility Criteria

Net Worth

- i. The Net Worth of the Bidding Company/ Bidding Consortium should be equal to or greater than the value calculated at the rate of **INR 2,00,00,000 per MW (Rupees Two Crore per MW)** of the Bid Capacity and to be provided in the prescribed FORMAT- 6.7.
- ii. Net Worth shall be calculated along the following lines:

Net Worth

= Paid up Equity share capital for Company
 Or
 Partner's Capital for Firm
 Or
 Proprietor's Capital Account in case of sole proprietorship Firm

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

- a) Paid-up share capital will include:
1. Paid-up equity share capital and
 2. Fully, compulsorily and mandatorily convertible Preference Shares and
 3. Fully, compulsorily and mandatorily convertible Debentures.
- b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents. However, this condition will not apply in case of listed companies

- iii. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.
- iv. A Company/Firm/Consortium of Companies/Consortium of Firms would be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four Years, then starting from the year of incorporation) viz. **FY 2012-13, FY 2013-14, FY 2014-15 and FY 2015-16** indicating the year which should be considered for evaluation along with a net worth certificate from a Chartered Accountant to demonstrate fulfilment of the criteria. **Note:** For foreign Bidders, in case the accounting year followed by the Bidder's country is based on calendar year, then annual audited accounts can be submitted for calendar years 2012, 2013, 2014 and 2015 or any other accounting year as followed by the law of the respective country.
- v. However, for new as well as existing Companies/Firms, the net worth criteria can also be met as on the day not more than seven days prior to the Bid Deadline by the Bidding Company/Firm. To demonstrate fulfilment of this criteria, the Company/Firm shall submit a certificate from a Chartered Accountant certifying the availability of net worth on the date not more than seven days prior to Bid Deadline along with a certified copy of the Balance Sheet, Profit & Loss Account, Schedules and cash flow statement supported with the bank statement
- vi. If the Bid is submitted by a Consortium of Companies/Consortium of Firms, then the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.
- vii. Any Consortium of Companies/Firms, if selected, shall, for the purpose of supply of power to DISCOMs, incorporate a Project Company with equity participation by the Members in

line with Consortium Agreement (to be submitted along with Bid) before signing the PPA with DISCOMs, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of Bid submission. 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) shall not change from Bid Deadline up to One (1) Year after the COD of the Project.

- viii. For avoidance of any doubts, it is clarified that fully, compulsory and mandatory convertible Preference shares/ Debentures convertible at any date, or equity in the name of Promoter shall necessarily remain not less than 51% from Bid Deadline up to completion of 1 year after COD.

However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the Lead Member in the Project Company at least up to one year after the COD of the Project.

Further, such change in shareholding would be subjected to continued fulfilment of the financial and technical criteria, by the Project Company.

- ix. The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s).
- x. Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required net worth, the required net worth equivalent to a 30% of the minimum equity contribution of INR 0.6 Crore/MW of the Contracted Capacity has to be infused in the Project Company before signing of PPA and another INR 1.4 Crore/MW of the Contracted Capacity on or before the date of Financial Closure. A copy of Return filed by the Bidder and duly acknowledged by ROC for registering the shareholding and its terms & conditions must also be submitted before signing of PPA.

3.5.3 **Technical Eligibility Criteria**

- i. The Bidder shall deploy only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects.
- ii. Detailed technical parameters for Mini Hydel Projects to be met by the Developers are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A to make the Project technically eligible.

3.6 **Details of Financial Bid**

- 3.6.1 Bidders shall indicate only one Quoted Tariff and Offered Capacity for a Project. In case the Bidder intends to offer power from more than one Project(s), then the Bidder shall submit separate Financial Bids for separate Offered Capacity (ies) for each of the Project.

3.6.2 Bidder(s) shall submit their Financial Bid(s) as per FORMAT- 6.9 (A) and FORMAT- 6.9(B) of this RfS. Also, for the purpose of evaluation under Clauses 4.1.3 of this RfS, Financial Bids shall be treated separately depending on the ranking order of Quoted Tariff.

3.6.3 As part of the Financial Bid i.e. FORMAT- 6.9(B), the Bidders will be required to do the following,

- a. Quoted Tariff for the entire term of the PPA as specified in FORMAT- 6.9(B) prescribed in Section 6 of this RfS (Quoted Tariff)
- b. Specify Offered Capacity in MW
- c. Project Details like name, location, Installed Capacity, etc.
- d. Provide details (for information purposes only) related to the Offered Capacity as per FORMAT- 6.9 (A)- Whether the Bidder intends to avail accelerated depreciation benefit for the Project or not.

3.7 **Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)**

3.7.1 **Earnest Money Deposit (EMD)** of INR 10 Lakh per MW (Rupees Ten Lakh per MW) of Bid Capacity in the form of Bank Guarantee according to FORMAT- 6.3 A and valid for a period until thirty (30) days from Bid Validity as per Clause 3.13 of this RfS, shall be submitted by the Bidder along with the Bid failing which the Bid shall be summarily rejected.

3.7.2 Further, in the event that a Successful Bidder is not able to submit Bank Guarantee of the requisite value(s) towards Performance Bank Guarantee for any part (or full) of the Allocated Capacity within thirty (30) days of issue of LoI by Authorized Representative or the Successful Bidder is not able to sign PPA(s) with DISCOMs(s) within thirty (30) days of issue of LoI by Authorized Representative for any part (or full) of the Allocated Capacity, then the Authorized Representative shall have the right to forfeit partial (or full) amount of EMD submitted by the Bidder and return the balance amount (if any) for the value of EMD pertaining to the part of the Allocated Capacity for which the PBG is submitted and PPA is executed.

- a) EMD of the Successful Bidders shall be returned within ten (10) days of receipt of Performance Bank Guarantee and execution of the PPA with the Mini Hydel Developer.
- b) EMD of all Bidders who don't qualify for opening of Financial Bids i.e. who are declared as non-responsive after Clauses 4.1.1 or ii) as applicable shall be returned within ten (10) days of opening of Financial Bid
- c) The Successful Bidder at the time of issuing of LoI is precluded from withdrawing from the bid process. The Authorized Representative shall forfeit the EMD in the event of such withdrawal.

- 3.7.3 **Performance Bank Guarantee (PBG):** Successful Bidders, selected by the Authorized Representative, based on this RfS shall submit Performance Bank Guarantee for a value calculated at INR 30 Lakh per MW (Rupees Thirty Lakh per MW) for each Project before the signing of PPA. It may be noted that Successful Bidders shall submit the Performance Bank Guarantee according to the FORMAT- 6.3 B for a value calculated at INR 30 Lakh per MW for each Project with a validity period of six (6) months from the Scheduled COD.
- a) Performance Bank Guarantee calculated at INR 30 Lakh/MW shall be submitted in three (3) Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% for each Project for which PPA is to be signed. On receipt and after verification of the Performance Bank Guarantee in acceptable form and after signing of the PPA, the earlier Bank Guarantees submitted towards EMD shall be returned to the Successful Bidder.
 - b) Performance Bank Guarantees shall be submitted separately for each Project.
- 3.7.4 The Bidder shall furnish the Bank Guarantees from any of the Banks listed at Annexure – C to Authorized Representative in case of EMD and the respective DISCOMs with whom the Bidder will sign the PPA in case of PBG.
- 3.7.5 The format of the Bank Guarantees prescribed in the FORMAT- 6.3 A and FORMAT- 6.3 B shall be strictly adhered to and any deviation from the above formats may result in rejection of the EMD/PBG and consequently, the Bid.
- 3.7.6 The Developers/ Successful Bidders selected based on this RfS are required to sign PPA with DISCOMs within thirty (30) days after the issue of LoI. In case, a DISCOMs offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be forfeited by Authorized Representative.
- 3.7.7 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 /Bidding Firm/ Lead Member of Bidding Consortium/ Project Company.
- 3.7.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 3.7.9 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- B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 3.7.10 After the bidding process is over, Authorized Representative shall release the Bank Guarantees of the unsuccessful Bidders within seven (7) days after the issue of Letter of Intent (LoIs) to the Successful Bidders. The PBG of Developers shall be returned in full/partial as per the provisions of the PPA to the Developers within three (3) months from the COD of the Project, after taking

into account any liquidated damages due to delays in commissioning as per provisions of the PPA.

3.8 Power Purchase Agreement (PPA)

3.8.1 DISCOMs shall enter into Power purchase agreement (PPA) with Successful Bidders for Allocated Capacity finalized with the Successful Bidders based on this RfS. A copy of draft Power Purchase Agreement to be executed between DISCOMs and the Successful Bidders shall be uploaded on the website <https://tender.eprocurement.gov.in> along with this RfS. The PPA shall be signed within thirty (30) days of the date of issue of Letter of Intent (LoI). The term of the PPA shall be valid for a period of Thirty Five (35) years from the COD or SCOD, whichever is later, of the Project as per the provisions of the PPA subject to the approval of APERC.

3.8.2 APDISCOMs intend to purchase power from the Successful Bidders only after the Scheduled Commercial Operation Date (SCOD) or Commercial Operation Date (COD), whichever is later. If any Successful Developer intends to supply power to the APDISCOMs prior to the Scheduled Commercial Operation Date or Commercial Operation Date, whichever is later, APDISCOMs may pay the Tariff at Average Pooled cost of Power Purchase (determined by APERC from time to time) for such power subject to the power requirement of APDISCOMs, but the same is not obligation on part of APDISCOMs.

APDISCOMs will pay Rs. 3.00 per unit to the Mini Hydel Project Developer for the infirm power (power injected in to the grid during the period of testing and commissioning until synchronization of the project) supplied by the Developer.

3.8.3 Separate PPA shall be executed for each Project that the Successful Bidder intends to develop pursuant to the provisions of this RfS.

3.8.4 In case the Bidder intends to form a Project Company as per Clause 3.5.2 of the RfS, then such Project Company will be the Developer for the execution and implementation of the PPA

3.8.5 Before signing of PPA with the Successful Bidders, Authorized Representative will verify the documents furnished by the Bidders at the time of Bid submission including meeting the net worth criteria and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Authorized Representative at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month along with complete Bank Statement starting from Bid submission date till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way then the relevant provisions contained in this RfS will be applicable.

3.8.6 Before signing of PPA the Authorized Representative shall check for fulfilment of all obligations of Successful Bidder specified in this RfS and Authorized Representative shall have the right to forfeit the EMD in case the Successful Bidder does not fulfil any of the obligations.

3.9 **Minimum Equity Requirements**

- 3.9.1 The Company setting up the Project shall provide the information about the promoters and their shareholding in the Company to Authorized Representative indicating the Controlling Shareholding at the time of Bid submission to Authorized Representative.
- 3.9.2 No change in the shareholding/partnership structure of the Bidding Company or Bidding Firm or Lead Member in a Bidding Consortium of Companies/Consortium of Firms developing the Project(s) shall be permitted from Bid Deadline till the execution of the PPA. However, in case the Project(s) are being set up by a listed Company, this condition will not be applicable.
- 3.9.3 After execution of PPA, the percentage of Controlling Shareholding of the Bidding Company or Lead Member in the Project Company setting up the Project shall be maintained for a period of one (1) year after COD of Project. Thereafter, any change can be undertaken after intimation to Authorized Representative. In case of Bidding Firms, the original partnership structure shall be replicated as shareholding structure in the Project Company and the Controlling Shareholding shall be maintained for a period of one (1) year from the COD of the Project.
- 3.9.4 Lead Member in the Consortium shall have the controlling shareholding in the Company having more than 51% of voting rights in the Company.

3.10 **Submission of Bid by the Bidder**

- 3.10.1 The Bidder shall submit their response through Bid submission to the RfS on eProcurement platform at www.eprocurement.gov.in by following the procedure given below.
- 3.10.2 The Bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their Bids online. Offline bids shall not be entertained by the Authorized Representative for this RfS.
- 3.10.3 The Bidder shall upload Prequalification Bid, Techno-Commercial Bid and the Financial Bid on the website specified in Clause 3.10.1 of the RfS. The information pertaining to Techno-Commercial Bid and the Financial Bid shall be scanned and uploaded by the Bidder as per the formats specified in Section 6 (Formats for RfS) of this RfS.
- 3.10.4 The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Qualification Requirement and other certificate/documents in the eProcurement web site. Each format has to be duly signed and stamped by the Authorized signatory of the

Bidder. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified in Clause 3.10.1 of the RfS.

- 3.10.5 Further, in addition to above, the Bidder shall send Bid Processing Fee in the form of DD/Pay Order as per Clause 3.1 of the RfS and EMD in the form of Bank Guarantee as per Clause 3.7 of the RfS, in original, on or before the Bid Deadline, to the address mentioned below:

**O/o Chief Engineer/IPC/APPCC
401/A, Vidyut Soudha,
Kharitabad, Hyderabad – 500 004,
Tell No: 040-23393304**

- 3.10.6 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/pamphlets. Non-adherence to formats and/or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the Authorized signatory of the Bidder. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified in Clause 3.10.1 of the RfS.

- 3.10.7 The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements set forth in Clause 3.5 of the RfS to the satisfaction of the Authorized Representative.

- 3.10.8 In case of a Bid submitted by a Bidding Consortium of Companies/Bidding Consortium of Firms, the Lead Member shall designate one person to represent the Consortium in its dealings with the Authorized Representative. The person designated by the Lead Member shall be Authorized through a Board Resolution (as per FORMAT-6.5 of the RfS) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc.

- 3.10.9 In case of a Bid submitted by a Bidding Company/Bidding Firm, the Bidding Company/Bidding Firm should designate one person to represent the Bidding Company in its dealings with the Authorized Representative. The person should be authorized to perform all tasks including, but not limited to providing information, responding to queries, signing of Bid etc. The Bidding Company/Bidding Firm should submit, along with the Bid, a Board Resolution (as per FORMAT-6.5 of the RfS), authorizing the signatory of the Bid.

- 3.10.10 **Steps for e-Procurement**

1) Registration with eProcurement platform:

For registration and online Bid submission Bidders may contact HELP DESK of Vupadhi Techno Services.

**M/s Vupadhi Techno Services,
1st Floor, Ramky Grandiose,
S. No: 136/2&4, Gachibowli,**

Hyderabad - 500032, Telangana State
Phone: +91 40-39999700, 39999701
Fax: +91 40-39999702
Email: contact@vupadhi.com

<https://tender.eprocurement.gov.in>.

2) Digital Certificate authentication:

The Bidder shall authenticate the bid with their Digital Certificate for submitting the Bid electronically on eProcurement platform and the Bids not authenticated by Digital Certificate of the Bidder will not be accepted on the eProcurement platform.

For obtaining Digital Signature Certificate, the Bidder may contact:

Andhra Pradesh Technology Services Limited
ECO Ritz Building, BMTS Road
Near Andhra Bank, Opp. Prasadam Padu Bus Stop
Vijayawada – Andhra Pradesh
Phone: +91-9963029443, +91-9963029423

(OR)

Any other Registration Authorities of any Certifying Authorities in India. The list of certifying authorities are available on the link –

<https://tender.eprocurement.gov.in/DigitalCertificate/signature.html>.

3) Hard Copies:

The Bidder shall send Bid Processing Fee in the form of DD/Pay Order as per Clause 3.1 of the RfS and EMD in the form of Bank Guarantee as per Clause 3.7 of the RfS, in original, on or before the Bid Deadline, to the address mentioned below:

O/0 Chief Engineer/IPC/APPCC
401/A, Vidyut Soudha,
Kharitabad, Hyderabad – 500 004,
Tell No: 040-23393304

4) Payment of transaction fee

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee of INR 25,000 to M/s. APTS, the service provider through “Payment Gateway Service on E-Procurement platform”. The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 15% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of Service Tax) on the transaction amount payable to APTS shall be applicable.

3.11 Instructions to Bidders for Bid Submission

3.11.1 The Bids in response to this RfS shall be submitted by the Bidders in the manner provided in Clause 3.10 of the RfS. The Bid shall comprise of the following:

A) Prequalification Bid comprising of

1. Scanned copy of the DD/Pay Order towards Bid Processing Fee and
2. Scanned copy of EMD in the form of Bank Guarantee as per FORMAT- 6.3 A in accordance with Clause 3.7 of the RfS.

B) Techno-commercial Bid comprising of

1. Covering Letter as per FORMAT-6.1
2. In case of a Bidding Consortium of Companies, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as FORMAT-6.2 A.

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

In case of Bidding Consortium of Firms, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium of Firms, shall be provided in original as per format attached hereto as FORMAT-6.2 B. This shall be applicable for both foreign as well as Indian Firms.

In case of Bidding Firm, a Power of Attorney in favor of the authorized signatory of the Bid, issued by the other partners in the Bidding Firm, shall be provided as per format attached hereto as FORMAT-6.2 C. This shall be applicable for both foreign as well as Indian Firms.

3. Earnest Money Deposit (EMD) in the form as per FORMAT- 6.3 A in accordance with Clause 3.7 of the RfS
4. Performance Guarantee (to be submitted at the time of signing of PPA) in the form as per FORMAT- 6.3 B in accordance with Clause 3.7 of the RfS
5. Approvals from the necessary authorities as FORMAT – 6.4
6. Board Resolutions, as per prescribed formats enclosed as FORMAT-6.5 (to be filled out separately for each Project) duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i) 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 Bid and in the event of selection, to sign the PPA with the DISCOMs(s);
 - ii) 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
- iii) Board Resolutions from Parent and /or Affiliate (whose credentials were used in the Bid), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
7. In case of a Consortium of Companies/Consortium of Firms, the Consortium Agreement between the Members in the Consortium of Companies as per FORMAT- 6.6 A and Consortium of Firms as per FORMAT- 6.6 B along with Board resolution from each Member of the Consortium for participating in Consortium (to be filled out separately for each Project).
 8. Format for financial eligibility criteria as per FORMAT- 6.7
 9. A disclosure statement as per FORMAT- 6.8 regarding participation of any related Companies in this bidding process.
 10. Detailed technical parameters for Mini Hydel Projects to be met by the Developers are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A to make the Project technically eligible
 11. Information and/or documents comprising of:
 - i) Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.
 - ii) Partnership deed shall be mandatorily submitted by Bidding Firm as well as each participating Firm in a Consortium of Firms
 - iii) 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.
 - iv) Net Worth certificate issued by Chartered Accountant along with Certified copies of annual audited accounts for the years FY 2012- 13, FY 2013-14, FY 2014-15, FY 2015-16 indicating year which has been considered for demonstration of Net Worth OR in case the Bidder wishes to submit the fulfilment of financial eligibility criteria not more than 7 days prior to Bid submission date, then the certificate issued by a Chartered Accountant for meeting the net worth criteria along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement. In case the Bidder demonstrates meeting net worth criteria on the day not more than seven days prior to the Bid Deadline, bank statement of the Bidder also needs to be submitted.
 - v) Documents containing information about the Promoters and their shareholding in the Company to Authorized Representative indicating the controlling shareholding at the stage of submission of Bid to Authorized Representative.

C) Financial Bid comprising of

1. Financial Bid as per FORMAT- 6.9 (A) and FORMAT- 6.9(B)

Note: The Quoted Tariff in the above Format shall be only in INR___ /kWh up to 2 decimal places. In case the Bidder states Quoted Tariff in any other currency, his Bid shall be rejected.

3.12 Important notes and instructions to Bidders

- 3.12.1 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.
- 3.12.2 More than one Bid can be submitted by the Bidder for development of Mini Hydel Projects. However, in case of multiple Bids by the same Bidder, the following conditions apply:
- a. The Bidder shall submit separate Bids for separate Projects
 - b. EMD and Bid Processing Fee shall be submitted separately for each Bid
 - c. Net worth criteria and Qualification Requirements specified under Clause 3.5 of this RfS shall be satisfied for the Bid Capacity failing which the Bids are liable for rejection by the Authorized Representative.
- 3.12.3 The Bidders shall be evaluated based on the declarations and/or information and/or documents provided by them in relevant schedules of RfS. The information and/or documents submitted along with the Bid may be verified before signing of PPA in terms of Clause 3.8.
- 3.12.4 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, Authorized Representative reserves the right to reject such Bid and/or cancel the Letter of Intent, if issued and the EMD provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in Bid.
- 3.12.5 If the event specified at Clause 3.12.4 is discovered after the Effective Date of the PPA, consequences specified in PPA shall apply.
- 3.12.6 Bids submitted by the Bidder shall become the property of the Authorized Representative and the Authorized Representative shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.7.
- 3.12.7 All pages of the Bid submitted must be initialled by the person Authorized by the board as per FORMAT-6.5, on behalf of the Bidder.
- 3.12.8 The Bids shall be submitted as mentioned in Clause 3.11. No change or supplemental information to the Bid will be accepted after the Bid Deadline. The Authorized Representative may, at its sole discretion, ask for additional information/document and/or seek clarifications from a Bidder after

the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the Authorized Representative. Delay in submission of additional information and/or documents sought by the Authorized Representative shall make the Bid liable for rejection.

- 3.12.9 All the information should be submitted in English language only.
- 3.12.10 Bidders shall mention the name of the contact person, as per Clause 3.10 of the RfS and complete address of the Bidder in the covering letter.
- 3.12.11 Bids that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by Authorized Representative. Bids not submitted in the specified formats will be liable for rejection by Authorized Representative. 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 Authorized Representative of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 3.12.12 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements specified in this RfS throughout the bidding process and till the execution of the PPA. Where the Bidder is relying on affiliate/parent/ultimate parent for qualification, the Bidder shall continue to maintain this financial relationship till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage
- 3.12.13 This RfS document includes statements, which reflect the various assumptions arrived at by the Authorized Representative in order to give a reflection of the current status in the RfS. These assumptions may not be entirely upon by the Bidders in making their own assessments. This RfS does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfS and obtain independent advice from appropriate sources.
- 3.12.14 Only Andhra Pradesh Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.13 **Bid Validity**

The Bidder shall submit its Bid in response to RfS which shall remain valid upto One Hundred Eighty (180) days from the Bid Deadline (“Bid Validity”). Authorized Representative may request the Bidders for extension of Bid Validity and correspondingly EMD. In case the Bidders agree to extend the Bid Validity, then such Bidders shall furnish undertaking for extension of Bid Validity and also the extension of EMD reflecting the new Bid Validity within seven (7) days of receipt of request from the Authorized Representative. In case the Bidders don’t wish to extend the Bid Validity, then the EMD of all such Bidders shall be returned after seven (7) days of issue

of request by the Authorized Representative. Authorized Representative reserves the right to reject Bid which does not meet the aforementioned validity requirement

3.14 **Bid Preparation cost**

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

3.15 **Clarifications/Pre Bid meeting/ Enquires/ Amendments**

3.15.1 Clarifications / Doubts, if any, on RfS document shall be e-mailed to cgm_ipc@southernpowerap.co.in and CC to ce.ipc@aptransco.gov.in. Bidders are requested to remain updated with the website. If necessary, amendments shall be issued by Authorized Representative which will be notified in the e-Procurement website. No separate reply/intimation will be given for the above, elsewhere.

3.16 **Right of Authorized Representative to reject a Bid**

Authorized Representative reserves the right to reject any or all of Bids or cancel the Bid process without assigning any reasons whatsoever and without any liability.

4 Bid evaluation methodology and selection of Projects

4.1 The evaluation process comprises the following two steps:

- A. 1st Step – Prequalification (PQ)
- B. 2nd Step – Techno-Commercial evaluation
- C. 3rd Step – Financial Bid (**Quoted Tariff**) evaluation

4.1.1 1st Step – Prequalification (PQ)

The Bidder shall submit the scanned copies of Bid Processing Fee and EMD in a separate folder in e-procurement platform. The same shall be submitted to the Authorized Representative before the Bid Deadline in a sealed cover as per Clause 3.1.2.

The Bidder shall submit original documents pertaining to Bid Processing Fee and EMD as per Clause 3.1.2 and 3.7.1 of this RfS. Bids not accompanied by Bid Processing Fee and EMD as per the terms of the RfS shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders

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

- i) Non submission of Bid Processing Fee or EMD in acceptable form/amount along with the response to RfS
- ii) Bids not received by the Bid Deadline.

4.1.2 2nd Step- Techno-Commercial evaluation

1. Bids received after the Bid Deadline and Bids submitted without the Bid Processing Fee or EMD will be summarily rejected. Subject to above, all the formats, documents and/or information submitted by the Bidder as a part of the Techno-Commercial Bid, except Financial Bid will be opened and evaluated at this stage.
 2. The Bid submitted by the Bidder shall be scrutinized to establish techno-commercial eligibility as per Qualification Requirements of the RfS as per Clause 3.5.
 3. Any of the following conditions shall cause the Bid to be “Non-responsive”:
- i) Non submission of Bid Processing Fee or EMD in acceptable form/amount along with the response to RfS.
 - ii) Bids not received by the Bid Deadline.
 - iii) Bid has been submitted by a Consortium and is not accompanied the Consortium Agreement.
 - iv) Any indication of the Quoted Tariff in any part of Bid, other than in the Financial Bid
4. Subject to Clause ii) (3) above, Authorized Representative will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination and evaluation of Bids, Authorized Representative may seek clarifications / additional documents / Rectification of errors / Discrepancies if any in 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 Authorized Representative within the timeline intimated by the Authorized Representative.

5. It shall be the responsibility of the Bidder to ensure that all the documents have been successfully uploaded on the eProcurement platform. No reminders in this case shall be sent. It will be the sole responsibility of the Bidders to remove all the discrepancies/infirmities and upload/furnish additional documents as requested by Authorized Representative, to the satisfaction of Authorized Representative. Authorized Representative shall not be responsible for rejection of any Bid on account of the above.
6. Bids meeting the techno-commercial eligibility criteria and the Qualification Requirements specified in this RfS shall be declared techno-commercially responsive and the corresponding Bidder shall be declared as the Qualified Bidders. Since multiple Bids can be submitted in pursuance to Clause 3.11 of the RfS, it is possible that a Bidder is Qualified Bidder for a particular Bid and not for another.
7. After completion of evaluation of Techno-Commercial Bids as detailed above, the list of Qualified Bidders will be uploaded on the web site of Authorized Representative and will also be known to the Bidders via the e-Procurement platform.

4.1.3 **3rd Step – Opening and evaluation of Financial Bids**

Authorized Representative has designed the following evaluation methodology for Financial Bids –

A. Opening of Financial Bids

1. Financial Bids of the Qualified Bidders shall be opened on the e-Procurement platform as per the timelines specified in the RfS or such other date intimated by the Authorized Representative. The evaluation of the Financial Bid shall be carried out as per the information specified in FORMAT- 6.9 (A) and FORMAT- 6.9(B) of the RfS.
2. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of this RfS. Any Bid not meeting any of the requirements of Clause 3.11(C), Clause 3.6, FORMAT- 6.9 (A) and FORMAT- 6.9(B) of the RfS may cause the Bid to be “non-responsive” at the sole discretion of the Authorized Representative.

B. Evaluation of Financial Bids

1. All Financial Bids under this RfS, shall be ranked in ascending order of Quoted Tariff.
2. The Qualified Bidder with the lowest Quoted Tariff shall be ranked highest. In case of more than one Qualified Bidder having an equal Quoted Tariff, the Qualified Bidder whose Offered Capacity is higher would be ranked higher. If in case both Quoted Tariff and Offered Capacity are equal, then the Qualified Bidder demonstrating higher Net Worth per MW of Total Offered Capacity would be ranked higher.
3. The Qualified Bidder ranked highest shall be declared as Successful Bidder for the Offered Capacity (in MW) in the Financial Bid and shall be given first priority for capacity allocation.

The subsequent ranked bidders will be provided a chance for capacity allocation only if they match the lowest Quoted Tariff. This process will be repeated till the Authorized Representative achieves the required Tender Capacity. The lowest Quoted Tariff as determined by this process shall be the Effective Tariff for all successful Bidders.

4. Since multiple Financial Bids can be submitted by a Bidder, and pursuant to Clauses 3.6 and 3.12.2, each Financial Bid corresponding to a Bid submitted by the Bidder shall be treated separately, it is possible that a Qualified Bidder may find itself in more than one position in the ranking order. However, for the process of allocation, capacity shall be allotted only in ranking order of Quoted Tariff provided the Qualified Bidders match the lowest Quoted Tariff.
5. The selection process of Successful Bidder(s) as mentioned above shall be repeated for all remaining Financial Bids of Qualified Bidders until the Authorized Representative achieves the required Tender capacity. Qualified Bidder shall be declared as a Successful Bidder for the quantum of Offered Capacity as applicable under the corresponding Financial Bid.
6. The capacity finalised corresponding to the Offered Capacity for each financial bid by the Bidder between the Authorized Representative and the Bidder shall be considered as the Allocated Capacity.

And, the Aggregate Allocated Capacity shall mean the sum total of all Allocated Capacities.

7. Unallocated Tender Capacity after deducting the capacity allocated to prior Successful Bidder(s)

If Unallocated Tender Capacity is less than the Offered Capacity of the Bid under consideration, then the Qualified Bidder shall opt for either of the following:

Modify the Offered Capacity to match the Unallocated Tender Capacity.

(OR)

The Bidder can withdraw from the bid process in which case his EMD will be returned.

However, The Authorized Representative, in its own discretion, shall decide to reduce or increase the Tender Capacity that is expected through this RfS.

General Provisions related to allocation

8. It may be noted that while multiple Financial Bids corresponding to individual Bids can be submitted by the Bidder, this process of allocation will be carried out in the ranking order of all Financial Bids received by the Authorised Representative. Hence, it is possible that a Qualified Bidder is declared as Successful Bidder only in respect of some Financial Bids and not the others
9. At the end of the allocation process detailed above, the Authorised Representative shall issue Letter of Intent (LOI) to all the Successful Bidders and the capacity finalized between the Authorised Representative and the Successful Bidder shall be the Allocated Capacity. Allocated Capacity shall correspond only to the Financial Bid under consideration

10. The Authorised Representative shall return the EMD corresponding to the partial (or full) quantum of Offered Capacity based on Allocated Capacity finalized with the Qualified Bidder and the remaining partial (or full) EMD shall be returned to the Successful Bidder within ten (10) days of notification of all Successful Bidders as per Clause 3.7.2 of this RfS.
11. Notwithstanding anything to the contrary contained herein, the Authorised Representative, has the right to reject any or all of the Bids, at any stage during the Bid process, if the Quoted Tariffs are not aligned to the prices at which DISCOMS would be willing to purchase Mini Hydel power.
12. The Authorised Representative reserves the right to change the required capacity without assigning any reasons whatsoever
13. After completion of selection of all Successful Bidder(s) as per the process outlined above, Letter of Intent will be sent to all Successful Bidders accompanied by the finalized Financial Bid clearly indicating the finalized Quoted Tariff as applicable, Allocated Capacity, Name of Project(s) and their capacity in MW and the Interconnection Substations they would be connected to. Separate LoI will be sent for separate Financial Bids.
14. Each Successful Bidder shall unconditionally accept the LoI, and record on one (1) copy of the LoI, “Accepted Unconditionally”, under the signature of the Authorized signatory of the Successful Bidder and return such copy to the Authorized Representative within seven (7) days of issue of LoI.
15. Authorized Representative reserves the right to reject any or all of Bids or cancel the Bid process without assigning any reasons whatsoever and without any liability.

5 Other Provisions

5.1 Disputes that are not resolved by mutual discussions shall be submitted to APERC and the decision of the APERC will be binding on the Bidder and the Authorized Representative.

5.2 Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of the RfS guidelines or interpretation of the RfS guidelines or there is a requirement to modify the RfS guidelines for better implementation, the matter may be considered by the Authorized Representative for this purpose and its decision will be final.

6 Formats

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 1.1 of Section 3 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 Earnest Money Deposit (EMD) (FORMAT- 6.3 A)
- iv. Format for Performance Bank Guarantee (FORMAT- 6.3 B)
- v. Format for approvals from authorities (FORMAT – 6.4)
- vi. Format for Board Resolutions (FORMAT-6.5)
- vii. Format for the Consortium Agreement (FORMAT- 6.6)
- viii. Format for Financial Requirement (FORMAT- 6.7)
- ix. Format for Disclosure (FORMAT- 6.8)
- x. Format for submission of Financial Bid (FFORMAT 6.9 A & B)
- xi. Annexure A
- xii. Annexure B
- xiii. Annexure C

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/ Bidding Firm/Lead Member of the Bidding Consortium)

Date: _____

Reference No: _____

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

Tel.#:

Fax#:

E-mail address#

To

**Chief General Manager (P&MM, IPC)
APSPDCL,
Kesavayanagunta, Tiruchanoor Road,
Tirupati, Andhra Pradesh – 517501.**

Sub: Response to **RfS No**_____dated _____*[Insert date in dd/mm/yyyy]* for Request for Selection of Developers for power procurement from Mini Hydel Projects in Andhra Pradesh through competitive bidding route

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 35 years to DISCOMs(s) hereby submit our response to RfS. We are submitting our Bid for the following capacities –

Table A

S.No.	Offered Capacity (MW)	Location	<Financial Bid Reference – file name to be indicated>
1			

2			
3			
4			
5			
Bid Capacity in MW	<Insert sum of Offered Capacities>		

Note: - Add/Delete the rows as applicable. Bidders shall not change any of the numbering and naming formats mentioned in the RfS.

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA attached thereto, issued by Authorized Representative. In token of our acceptance to the RfS, PPA along with the amendments and clarifications issued by Authorized Representative, the same have been initialled by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS documents - which shall be binding on us. Further, we confirm that the Project shall be commissioned within timelines as stated in clause 3.4.1;
2. Earnest Money Deposit (EMD) (please read Clause 3.7 carefully before filling): -

We have enclosed EMD of INR. (Insert Amount), in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per FORMAT- 6.3 B from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.7 of this RfS. The total capacity of the Mini Hydel Project(s) offered by us is MW [Insert Bid Capacity].
3. We hereby declare that in the event that we are declared as Successful Bidder and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for any part (or full) of Allocated Capacity within 30 days of issue of LoI by Authorized Representative or we are not able to sign PPA(s) with DISCOMs(s) within 30 days of issue of LoI by Authorized Representative for any part (or full) of the Allocated Capacity, then the Authorized Representative shall have the right to forfeit partial (or full) amount of EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to the part of the Allocated Capacity for which we submit the PBG and execute the PPA
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. We hereby declare that during the selection process, if the Aggregated Allocated Capacity finalised with the Authorized Representative is less than the Bid Capacity due to any reason whatsoever, we shall accept such Aggregated Allocated Capacity.
6. We hereby declare that we have not violated provisions of 3.12.2 of this RfS
7. We hereby unconditionally and irrevocably agree and accept that the decision made by Authorized Representative 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.
8. Familiarity with Relevant Indian Laws & Regulations:

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

- 9. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.
- 10. 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 Authorized Representative.
- 11. 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.
- 12. We confirm that all the terms and conditions of our Bid are valid upto (Insert date as per Clause 3.13 of the RfS). The validity of our Bid will be as per Clause 3.13 of this RfS
- 13. Contact Person:

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

Name :

Designation:

Company :

Address :

Phone Nos.:

Mobile Nos.:

Fax Nos. :

E-mail address:

Alternate Email address:

- 14. 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 Developer's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

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

FORMAT-6.2 A

FORMAT FOR POWER OF ATTORNEY

(To be provided by each of the other members of the Consortium of Companies in favour 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 of Companies) the Members of Consortium of Companies 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 ofand 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 authorise the said Lead Member to undertake the following acts:

- iii) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and documents 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 ofunder the Common Seal of our company.

For and on behalf of Consortium Member M/s.....--

(Signature of person Authorized by the board)

Name

Designation

Place:

Date:

Accepted--

(Signature, Name, Designation and Address

of the person Authorized by the board of the Lead Member)

Atteste--

(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-6.2 B

FORMAT FOR POWER OF ATTORNEY

(To be provided by each of the other Members of the Consortium of Firms in favour 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 of Firms) the Members of Consortium of Firms have formed a Bidding Consortium of Firms 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.....as Lead Member of the Bidding Consortium of Firms(hereinafter called the “Lead Member”) and having its Registered /Head Office at

.....and Mr/Ms., a partner in the Lead Member of the Consortium as our duly constituted lawful Attorney 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 authorized signatory 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 documents 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 ofunder the Common Seal of our Firm.

For and on behalf of Consortium Member M/s.....

(Signature of authorized partner)

Name:

Designation:

Place:

Date:

Accepted

(Signature, Name, Designation and Address
of the partner authorized by 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 of Firms shall have the Controlling Shareholding in the Project Company to be set up by the Consortium of Firms as defined in Section 2 of the RfS.

FORMAT-6.2 C

FORMAT FOR POWER OF ATTORNEY

(To be provided by each of the other partners of the Bidding Firm in favour of the partner acting as the Authorized Signatory)

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 Mr/Ms.....having his/her address at,.....and Mr/Ms. having his/her address at , (Insert names and registered addresses of all partners of the Bidding Firm as per the partnership deed) the partners of Bidding Firm having agreed to appoint Mr/Ms.....as the authorized signatory of the said Bidding Firm do hereby constitute, nominate and appoint Mr/Ms.....a partner in the Bidding Firm formed under the laws ofand having its Registered /Head Office at.....as our duly constituted lawful Attorney (hereinafter called as authorized signatory) to exercise all or any of the powers for and on behalf of the Bidding Firm in regard to submission of the response to RfS No We also authorize the said authorized signatory to undertake the following acts:

- i) To submit on behalf of partners of the Bidding Firm in submission of response to RfS.
- ii) To do any other act or submit any information and documents related to the above response to RfS Bid.

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

We as the partners of the Bidding Firm agree and undertake to ratify and confirm all whatsoever the said Attorney/authorized signatory has done on behalf of the Bidding Firm pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF Mr/Ms., as the partner of the Bidding Firm have executed these presents on this..... Day ofunder the Common Seal of our Firm

For and on behalf of partnership firm M/s.....

(Signature of person authorized by the Firm)

(Name:

Designation:

Place:

Date:

)

Accepted

(Signature, Name, Designation and Address
of the person authorized as the authorized signatory)

Attested

(Signature of the executant)

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

Place: -----

Date: -----

Note: - Please refer to Clause 3.10 regarding authorized signatory.

FORMAT- 6.3 A

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [*Insert Bid Capacity*] for supply of power on long term basis, in response to the RfS No. _____ dated _____ issued by the APSPDCL (hereinafter referred to as Authorized Representative) and Authorized Representative considering such response to the RfS of _____ [*insert the name of the Bidder*] as per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to Authorized Representative at [*Insert Name of the Place from the address of Authorized Representative*] forthwith on demand in writing from Authorized Representative or any Officer Authorized by it in this behalf, any amount upto and not exceeding Rupees ----- [*Insert amount not less than that derived on the basis of INR 10 Lakhs per MW of Bid Capacity proposed*] only, on behalf of M/s. _____ [Insert name of the Bidder]

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause 3.7 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (INR _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause 3.7 of this RfS*]. Authorized Representative shall be entitled to invoke this Guarantee till _____ [*insert date corresponding to thirty (30) days beyond the validity of the EMD*].

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Andhra Pradesh 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 Authorized Representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by Authorized Representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (INR _____ only) and it shall remain in force until _____ *[Date to be inserted on the basis of Clause 3.7 of this RfS]*. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Authorized Representative serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ *[Insert Name of the Bank]* _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT- 6.3 B**Format for Performance Bank Guarantee for Mini Hydel Project**

(To be submitted separately for each Project)

(Note: - Performance Guarantee calculated at INR 30 Lakh/MW for each Project is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% Value.)

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

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as selected Mini Hydel Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... issued by Developer (hereinafter referred to as Authorized Representative) having its Registered Office at Tirupati, Andhra Pradesh and Authorized Representative considering such response to the RfS of [*insert the name of the selected Mini Hydel Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Power Project of the Mini Hydel Developer and issuing Letter of Intent No ----- to (*Insert Name of selected Mini Hydel Developer*) as per terms of RfS and the same having been accepted by the selected Developer resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Mini Hydel Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the DISCOMs [*Insert name of the DISCOMs with which PPA will be signed*] at [*Insert Name of the Place from the address of the DISCOMs with which PPA will be signed*] forthwith on demand in writing from [*Insert name of the DISCOMs with which PPA will be signed*] 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 Mini Hydel Developer / Project Company*]

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

Our liability under this Guarantee is restricted to INR _____ (INR only). i) Nos ----- dated ----, Value -----; ii) Nos----- dated ----, Value ---) iii) Nos----- dated ----, Value ---).

Our Guarantee shall remain in force until..... [*Insert date corresponding to Clause 3.7.3 of the RfS*] shall be entitled to invoke this Guarantee till [*Insert date corresponding to thirty (30) days after the validity of the Performance Bank Guarantee as per Clause 3.7.3 of the RfS*]

The Guarantor Bank hereby agrees and acknowledges that [*Insert name of the DISCOMs with which PPA will be signed*] 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 [Insert name of the DISCOMs with which PPA will be signed], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to[Insert name of the DISCOMs with which PPA will be signed] .

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Andhra Pradesh 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[Insert name of the DISCOMs with which PPA will be signed] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Mini Hydel Developer / Project Company , to make any claim against or any demand on the selected Mini Hydel Developer / Project Company or to give any notice to the selected Mini Hydel Developer / Project Company or to enforce any security held by[Insert name of the DISCOMs with which PPA will be signed] or to exercise, levy or enforce any distress, diligence or other process against the selected Mini Hydel Developer / Project Company .

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (INR _____ only) and it shall remain in force until [Insert date corresponding to Clause 3.7.3 of the RfS]. We are liable to pay the

guaranteed amount or any part thereof under this Bank Guarantee only if [*Insert name of the DISCOMs with which PPA will be signed*] 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 approval from authorities

The Bidder must furnish the scanned copies of the below approvals from the agencies in order to successfully qualify:

- 1 Memorandum of Association, Article of Association, Certificate of Incorporation, Partnership Deed (if applicable) of Bidding Company / Bidding Firm/ all member companies of Bidding Consortium
- 2 Detailed Project Report
- 3 No Objection from Irrigation & CAD Department, Government of Andhra Pradesh (now known as Water Resources Department, Government of Andhra Pradesh)
- 4 Valid sanction letter of the Project site by GoAP and NREDCAP and agreement signed with NREDCAP

FORMAT-6.5**FORMAT FOR BOARD RESOLUTIONS**

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, 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 Nofor “Request for Selection of Developers for power procurement from Mini Hydel Projects in Andhra Pradesh through competitive bidding route” , including signing and submission of all documents and providing information / response to RfS to APSPDCL (Authorized Representative), representing us in all matters before Authorized Representative, and generally dealing with Authorized Representative in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with 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]**

- 3. FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s..... (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the RfS for “Request for Selection of Developers for power procurement from Mini Hydel Projects in Andhra Pradesh through competitive bidding route” and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[To be passed by the entity(s) whose financial credentials have been used]**

Certified true copy

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

Notes:

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

FORMAT- 6.6 A

FORMAT FOR CONSORTIUM AGREEMENT

(Applicable for Consortium of Companies)

(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 [insertname of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by APSPDCL (Authorized Representative) a Company incorporated under the Company’s Act, 1956, and having its Registered Office at _____ or _____ constituted under

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

WHEREAS DISCOMs (“APSPDCL” and “APEPDCL”) desire to purchase power;

WHEREAS, Authorized Representative 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 Authorized Representative wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n.
2. The Lead Member is hereby 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) 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 Developer 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 Andhra Pradesh 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 DISCOMs (with which the PPA will be signed) 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 Authorized Representative / DISCOMs.
- 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 Authorized Representative.
- 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 Authorized Representative.
- 16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and the 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:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT- 6.6 B

FORMAT FOR CONSORTIUM AGREEMENT

(Applicable for Consortium of Firms)

(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 partnership Firm 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 partnership Firm 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 partnership Firm incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by APSPDCL (Authorized Representative) a Company incorporated under the Company’s Act, 1956, and having its Registered Office at _____ or _____ constituted under

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

WHEREAS DISCOMs (“APSPDCL” and “APEPDCL”) desire to purchase power;

WHEREAS, Authorized Representative 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 Authorized Representative 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 of Firms do hereby mutually agree as follows:

- 1 We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n.
- 2 The Lead Member is hereby 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(s) is/shall be in the following proportion:

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

<Separate tables may be inserted in case of multiple Project Company(s) proposed to be formed>

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 (ies) developing the Project (ies) shall be maintained for a period of (1) one year after commencement of supply of power pursuant to COD of the Project.

- 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 all Project(s) to be developed by us, pursuant to our selection as Successful Bidder, and ensuring that the SPD 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 of Andhra Pradesh 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 Bank Guarantee in favour of DISCOM (with which the PPA will be signed) 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 Authorized Representative / DISCOM.
- 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 Authorized Representative.
- 15 This Agreement
 - 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;
 - sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - may not be amended or modified except in writing signed by each of the Members and with prior written consent of Authorized Representative.
- 16 All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and the 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 authorized signatory of the Member, who shall be a partner in the Firm participating as a Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

(Signature, Name & Designation of the authorized signatory of the Member, who shall be a partner in the Firm participating as a Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

(Signature, Name & Designation of the authorized signatory of the Member, who shall be a partner in the Firm participating as a Member in the Consortium)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT- 6.7

FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

[On the letter head of Bidder]

To,

Chief General Manager (P&MM, IPC)

APSPDCL,

Kesavayanagunta, Tiruchanoor Road,

Tirupati, Andhra Pradesh - 517501.

Dear Sir,

Sub: Response to **RfS No** _____ dated _____ [Insert date in dd/mm/yyyy for Request for Selection of Developers for power procurement from Mini Hydel Projects in Andhra Pradesh through competitive bidding route

We certify that the Bidding Company/Bidding Firm/Member in a Bidding Consortium has a minimum Net Worth* of INR----- Crore (Rupees -----) or equivalent US\$ based on

Audited annual accounts for the financial year FY 2012-13/FY 2013-14/ FY 2014-15/FY 2015-16 (select whichever applicable)

Or

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

(Strike out whichever not applicable)

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.2 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Company/ Parent/Affiliate/ Group Company	Name of Company/ Parent/Affiliate/ Group Company/ Consortium Member whose net worth is considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in INR Crore) of the Member Company

Company1				

Total				

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

Exhibit (ii): Applicable in case of Bidding Firm

For the above calculations, we have considered the Net Worth by Bidding Firm as per following details:

Name of the Bidding Firm	<Financial Year to be considered for Net Worth of the respective Bidding Firm> (or) <in case Net Worth as on.....which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Bidding Firm
.....		

Exhibit (iii): Applicable in case of Bidding Consortium of Companies

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

Name of Member: [Insert name of the Member]

Net-Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR---

-

-----Crore (Equity Commitment (%) * INR [] Crore)

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

Name of Consortium Member Company	Name of Company/ Parent/Affiliate/ Group Company/ Consortium Member whose Net Worth is to be considered	Relationship with Bidding Company* (if any)	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in INR Crore) of the Consortium Member Company	Equity Commitment (in % age) in Bidding Consortium	Committed Net Worth (in INR Crore)
Company1						

Total						

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

Exhibit (iv): Applicable in case of Bidding Consortium of Firms

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

Name of Member: [Insert name of the Member]

Net-Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR---

-----Crore (Equity Commitment (%) * INR [] Crore)

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

Name of Consortium Member Firm	<Financial Year to be considered for Net Worth of the respective Member Firm> (or) <in case Net Worth as on..... .which is note more than seven days prior to Bid Deadline>	Net Worth (in INR. Crore) of the Consortium Member Firm	Equity Commitment (in %age) in Bidding Consortium of Firms	Demonstrated Net Worth (in INR. Crore)
Lead Member				
Member 1				

Total Net Worth demonstrated				

(Signature & Name of the Authorized Signatory)

**(Signature & Stamp of
Chartered Accountant)**

Membership No.

Regn. No. of the CA's firm:

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 (as per the methodology stated in section 3.5.2 of this RfS) 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 support thereof for confirmation of balance in cash & bank.
- (iii) In case the Bidder is meeting the Net Worth criteria based on the day not more than seven days prior to last date of submission of the RfS, in such cases, bank statement of the Bidder shall also be enclosed in support thereof.

FORMAT- 6.8

Format for Disclosure

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

Disclosure

1. We hereby declare and confirm as under:-

- i. 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

OR

- ii. That we are participating in the RfS selection process for the RfS No... that in addition to our Bid, the following companies are also separately participating in this selection process with which we have direct or indirect relationship as our Parent / Affiliate / Ultimate Parent / Group Company. The names of such other companies are given below:

-.

Sl. No.	Name of the Bidder	Relationship with Bidding Company/Firm	Bid Capacity in MW	Bid Ref <Insert file name as applicable>
1				
2				

Add/Delete the rows as applicable

Note – In case the Bidder is also separately participating in the RfS selection process (in addition to this response to the RfS) as a part of a different Bidding consortium or as a Bidding Company in line with the provisions of Clause 3.12.2 of this RfS, then in such a case the Bidder needs to provide the details for the same as per the above format.

- 2. 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 EMD will be encashed.

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

FORMAT- 6.9 (A)

FINANCIAL Bid

Covering Letter

(On Bidder's letter head)

<Bidder shall submit separate Financial Bids for separate Offered Capacities. Please refer to Clause 3.6.3 for submission of Financial Bid>

[Date and Reference]

To,

Chief General Manager (P&MM, IPC)

APSPDCL,

Kesavayanagunta, Tiruchanoor Road,

Tirupati, Andhra Pradesh - 517501

Sub: Request for Selection of Developers for power procurement from Mini Hydel Projects in Andhra Pradesh through competitive bidding route vide RfS No.

- Financial Bid Reference: Developer Name/Fin Bid XX

Example: Bidder ABC is submitting 3rd Bid. Reference would be ABC/Fin Bid 03

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Bid for selection of my / our firm for the following –

Name of Location	Offered Capacity (MW)	Whether the Bidder intends to avail Accelerated Depreciation (Yes/No)

I/ We agree that this offer shall remain valid for the period of Bid Validity as per clause 3.13 of this RfS or such further period as may be extended until signing of the PPA.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Bids are to be submitted strictly as per forms given in the RfS.

FORMAT- 6.9(B)**Financial Bid**

Subject: - Response to **RfS No** _____ dated _____ *[Insert date in dd/mm/yyyy for Request for Selection of Developers for power procurement from Mini Hydel Projects in Andhra Pradesh through competitive bidding route*

Bidder shall quote tariff for the entire term of the PPA. Tariff for the entire term of the PPA shall be as per provisions of Clause 3.4.1 and the PPA	
Quoted Tariff for entire term of the PPA in INR per kWh (in figures)	
Quoted Tariff for entire term of the PPA in INR per kWh (in Words)	
Name of Project with Location	
Offered Capacity	

Note:

1. Tariff shall be quoted for the entire term of the PPA (35 years) at Inter-connection Point only in INR /kWh up to two (2) decimal places.
2. The Payable Tariff by the DISCOM will be inclusive of Income Tax / MAT /Any other duties or levies apart from those mentioned in Point 3 below
3. The Payable Tariff will be exclusive of Water Royalty Charges and Electricity Duty (if applicable). These charges will be reimbursed on an actual basis by the DISCOM subject to furnishing of documentary evidence by the developer.
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. Bidders shall indicate only one Quoted Tariff for Offered Capacity for a Project in the Financial Bid.

Authorized Signature:

Name:

Designation:

Name & Address of the Firm/Consortium

Annexure-A**Technical Parameters of Mini Hydel Power Projects**

As per Small Hydro Programme policy document by Ministry of New and Renewable Energy dated 02/07/2014, the following technical guidelines need to be followed,

- The equipment used must conform to relevant international/National codes of practice/AHEC issued standards/guidelines/manuals including the following standards:

Equipment	Standard
Turbines and generator (rotating electrical machines)	IEC 34 – 1 : 1983 IEC 61366-1 : 1998 IEC 61116 – 1992 IS : 4722-2001 IS 12800 (part 3) 1991
Governing system for hydraulic turbines	IEC 60308
Transformers	IS 3156 – 1992 IS 2705 – 1992 IS 2026 - 1983
Inlet Valves for Hydro power stations and systems	IS 7326 - 1902

- Generating equipment is required to have 10% overloading capacity.

Annexure- B**Check list for Bank Guarantees**

Sl. No.	Details of Checks	Yes/No
1	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5	Is each page of BG duly signed / initialled 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 – C

1. List of Banks for Insurance of Bank Guarantees against EMD and PBG

SCHEDULED COMMERCIAL BANKS	OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	IDBI Bank Ltd.
1. State Bank of India	FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America
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. Caylon Bank
6. State Bank of Patiala	5. Citibank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
OTHER NATIONALISED BANKS	7. The Hong Kong 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. Credit Agricole Corporate and Investment Bank
8. Dena Bank	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. HDFC Bank Ltd.
13. Punjab & Sind Bank	5. Yes Bank Ltd.
14. Syndicate Bank	6. Kotak Mahindra Bank
15. Union Bank of India	7. IndusInd Bank Ltd.
16. United Bank of India	8. Karur Vysya Bank
17. UCO Bank	<Intentionally left blank>
18. Vijaya Bank	
19. Bank of Baroda	